

1-18-2011

Security Financial Fund v. Thomason Appendix Dckt. 37203

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APPELLANTS APPENDIX

A, B, C, D, E & G

Appeal No. 37203

From

CV-2007-34 & CV-2007-461

APPELLANTS APPENDIX

A, B, C, D, E & G

Appeal No. 37203

From

CV-2007-34 & CV-2007-461

APPENDIX EXHIBIT A

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IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO IN AND FOR THE COUNTY OF MADISON

SECURITY FINANCIAL FUND, LLC an)
Idaho Limited Liability Corporation)
Plaintiff-Counterdefendant -Respondent)

And)

Supreme Court No. 37203

Case No's CV-2007-34

CV-2007-461

SECURITY FINANCIAL SERVICES, INC. an)
Idaho corporation; STRONG PAW)
FINANCIAL SERVICES, LLC; STRONG)
PAW FINANCIAL SERVICES, INC. an Idaho)
Corporation, NORTHWEST TRUSTEE)
SERVICES, INC., an Idaho corporation)
Counterdefendants,)

CERTIFICATE OF SERVICE

BYRON THOMASON and MARILYNN)
THOMASON husband and wife)
Defendants-Counterplaintiffs-)
Appellants)

I, Gwen Cureton, Deputy Clerk of the District Court of the Seventh Judicial District of
the State of Idaho, in and for the County of Madison, do hereby certify that I have
personally served or mailed, by United States Mail, postage prepaid, one copy of the
Digital Clerk's Record to each of the parties or their Attorney of Record as follows:

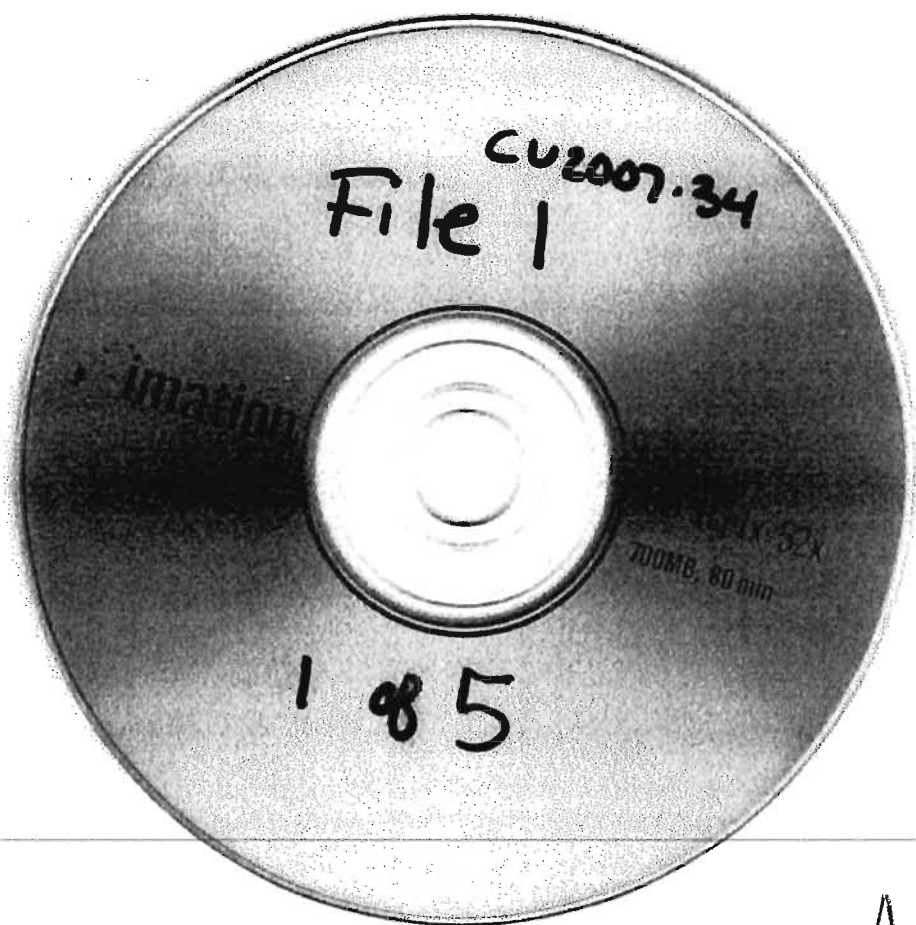
Byron & Marilynn Thomason X Mailed
485 N 2nd E., 105-273
Rexburg, ID 83440

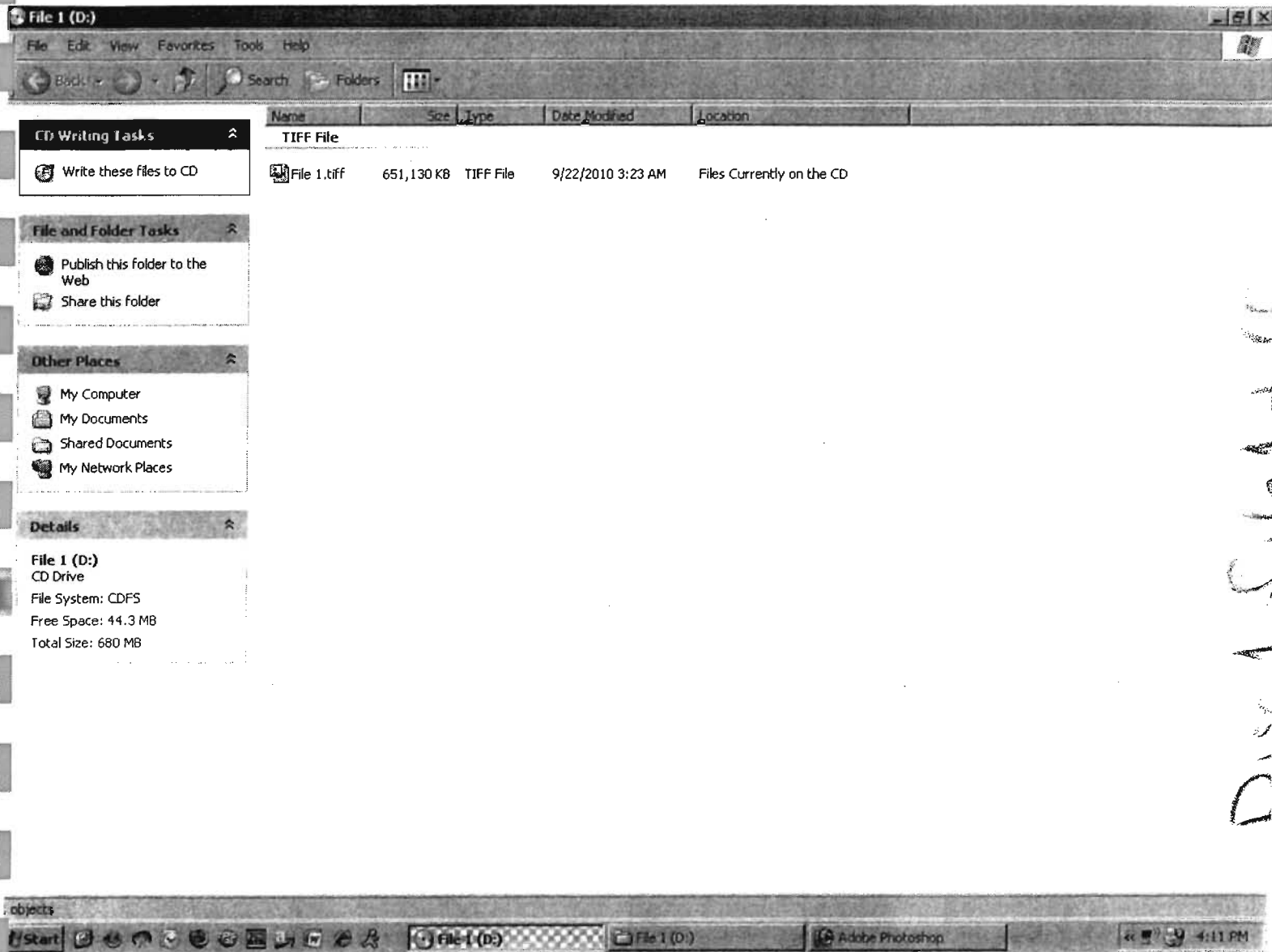
Kent A Higgins X Mailed
MERRILL & MERRILL
Po Box 991
109 N Arthur, 5th Floor
Pocatello, ID 83204

Idaho Supreme Court of Appeals X Mailed
PO Box 83720
Boise, ID 83720

Dated this day: September 28, 2010

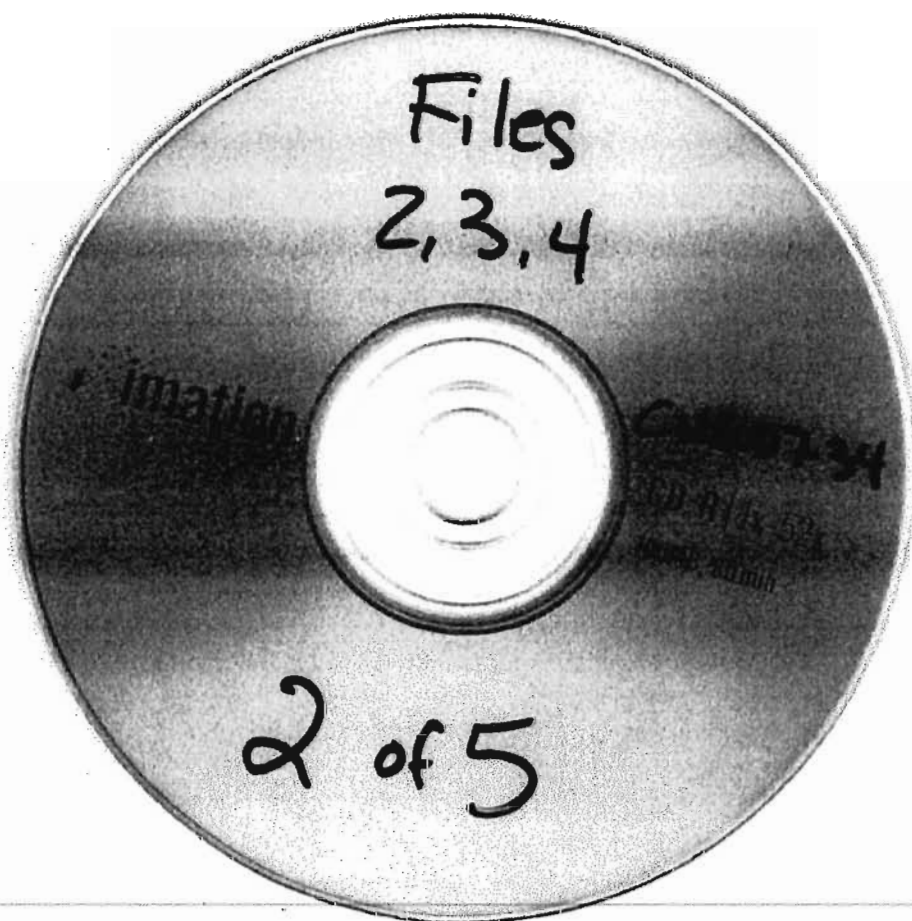

Deputy Court Clerk





Date	Code	User	Judge
1/12/2007	NCOC	GWEN	New Case Filed - Other Claims Brent J. Moss
		GWEN	Filing: A1 - Civil Complaint, More Than \$1000 No Prior Appearance Paid by: Gallafent, Dave R. (attorney for Securit Financial Fund LLC) Receipt number: 0000248 Dated: 1/12/2007 Amount: \$88.00 (Check) Brent J. Moss
	SMIS	GWEN	Summons Issued Byron Thomason Brent J. Moss
	SMIS	GWEN	Summons Issued Marilyn Thomason Brent J. Moss
	SMIS	GWEN	Summons Issued Credit Bureau Brent J. Moss
	SMIS	GWEN	Summons Issued Discover bank Brent J. Moss
1/17/2007	AFFD	GWEN	Affidavit for Service Outside of State Brent J. Moss
	MOTN	GWEN	Motion for Service Outside of State Brent J. Moss
1/23/2007	ORDR	GWEN	Order for Out of State Service Brent J. Moss
2/1/2007		ANGIE	Filing: 11A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Thomason, Marilyn Lynn (defendant) Receipt number: 0000658 Dated: 2/1/2007 Amount: \$58.00 (Check) Brent J. Moss
	AFFD	GWEN	Affidavit of Defendant, Byron T Thomason Brent J. Moss
2/2/2007	AFFD	GWEN	Affidavit of Defendant, Marilyn Thomason Brent J. Moss
	OBJE	GWEN	Defendant's Objection to Plaintiff's Counsel Brent J. Moss
	MISC	GWEN	Defendant's Demand for a Trial by Jury Brent J. Moss
2/9/2007	NSRV	GWEN	Notice Of Service Brent J. Moss
2/14/2007	SMRT	GWEN	Summons Returned 01/28/07 Marilyn and Ned Zollinger Brent J. Moss
2/15/2007	MEMO	GWEN	Memorandum in Support Motion for Summary Judgment Brent J. Moss
	MOTN	GWEN	Motion for Summary Judgment Brent J. Moss
	AFFD	GWEN	Affidavit of C Edward Cather Brent J. Moss
	MOTN	GWEN	Motion for Default Judgment Brent J. Moss
	AFFD	GWEN	Affidavit in Support of Motion for Default Judgment Brent J. Moss
2/16/2007	HRSC	ANGIE	Hearing Scheduled (Summary Judgment 04/09/2007 10:00 AM) Brent J. Moss
2/20/2007	NOTH	GWEN	Notice Of Hearing Brent J. Moss
2/27/2007	MISC	GWEN	Defendant's Second Response to Complaint Brent J. Moss
2/28/2007	DFJD	GWEN	Default Judgment Entered Without Hearing Against Credit Bureau of Eastern Idaho Inc Brent J. Moss
3/1/2007	CDIS	GWEN	Civil Disposition entered for: Credit Bureau Of Eastern Idaho, Inc, Defendant; Security Financial Fund LLC, Plaintiff. order date: 3/1/2007 Brent J. Moss

A.4





CD Writing Tasks

Write these files to CD

File and Folder Tasks

Publish this folder to the Web
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Other Places

My Computer
My Documents
Shared Documents
My Network Places

Details

File 123 (D:)
CD Drive
File System: CDFS
Free Space: 127 MB
Total Size: 680 MB

Name	Size	Type	Date Modified	Location
TIFF File				
File 2.tiff	236,207 KB	TIFF File	9/23/2010 4:36 AM	Files Currently on the CD
File 3.tiff	159,830 KB	TIFF File	9/23/2010 4:46 AM	Files Currently on the CD
File 4.tiff	169,870 KB	TIFF File	9/23/2010 4:56 AM	Files Currently on the CD



A 6

Disc 2, Silo 2, USA

**DISTRICT DIVISION OF THE DISTRICT COURT OF THE SEVENTH
JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE
COUNTY OF MADISON.**

NOTICE IS HEREBY GIVEN THAT:

1. The above named appellants, Byron T. Thomason, pro-se and Marilynn Thomason, pro-se, appeal against the above named respondents to the Idaho Supreme Court from the Interlocutory Order alleging default on the part of the appellants, entered in the above entitled actions on the 22nd day of February, 2008, Honorable Judge Brent J. Moss, District Judge presiding.

2. That the parties have a right to appeal to the Idaho Supreme Court, and the judgments or orders described in paragraph 1 above are appealable orders under and pursuant to (Rule 11(a)) and (Rule 4) I.A.R.

3. Appellants, Byron T. Thomason and Marilynn Thomason preliminarily state that they intend to assert in this appeal issue of fact, deep issue, material issue, issue of law, fraud on the court, intrinsic fraud, fraudulent acts and though appellants filed a motion with the court to compel the plaintiffs to respond to discovery requests, plaintiffs' were not compelled to respond. The court ordered all evidence of funds paid to be delivered to the court in a timely and orderly manner, of which appellants provided and such evidence had been ignored. These issues are based on issues of law and on issues of fact. Appellants reserves all rights to amend these issues.

4. Though appellants has cited that fraud had been committed by the respondents prior to the order of February 22, 2008, as well as, evidence

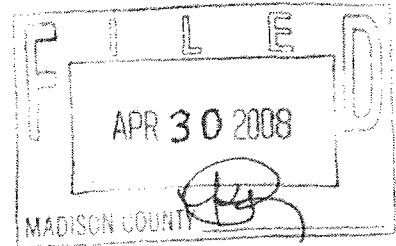
Byron T. Thomason, Appellant (pro-se)
Marilynn Thomason, Appellant (pro-Se)
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

NOTICE OF APPEAL
Consolidate Cases: CV-07-34 and CV-07-461
3 of 7.

Disc 2
File 3
11/13/11

A.8

Byron T. Thomason, pro se
Marilynn Thomason, pro se
Mailing Address:
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
(208) 356-7069



IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
MADISON

SECURITY FINANCIAL FUND, LLC,

Plaintiff,

v.

BYRON T. THOMASON, pro se and
MARILYNN THOMASON, pro se,
Husband and Wife

Defendants,

BYRON T. THOMASON, pro-se and
MARILYNN THOMASON, pro-se,
husband and wife

Counterplaintiffs

v.

SECURITY FINANCIAL SERVICES,
INC., an Idaho Corporation,
SECURITY FINANCIAL FUND, LLC., an
Idaho Liability Company, STRONG PAW
FINANCIAL SERVICES L.L.C. n/k/a

Consolidated Cases:

Case No. CV-07-34

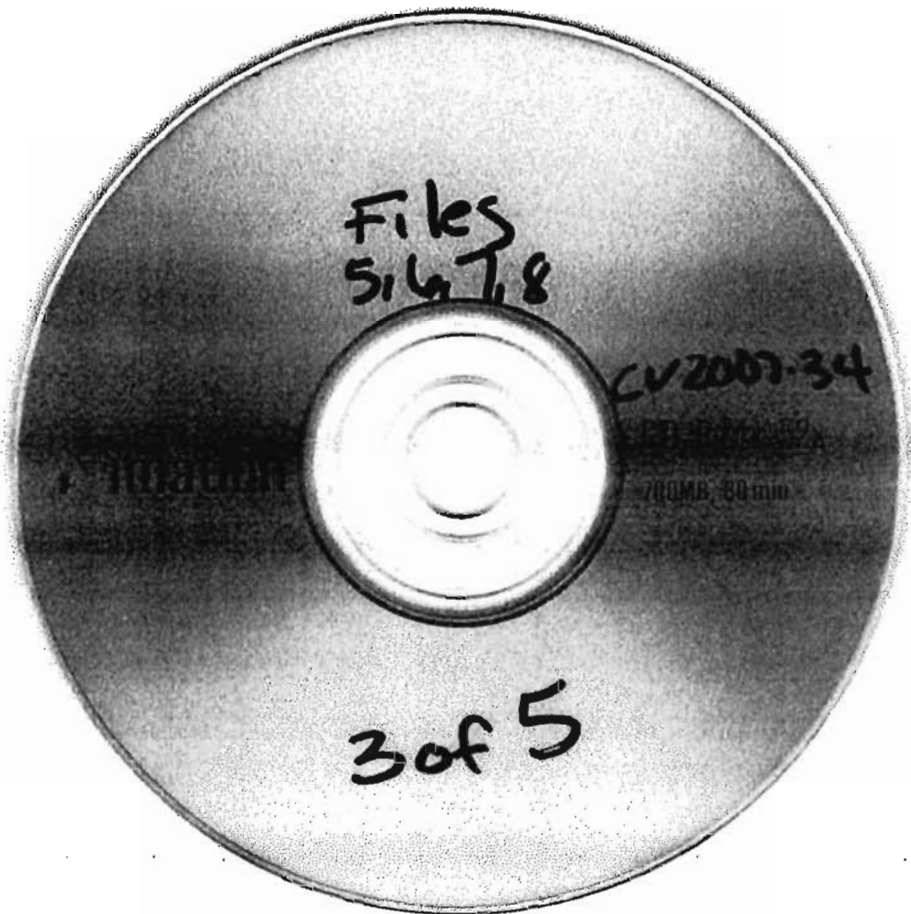
Case No. CV-07-461

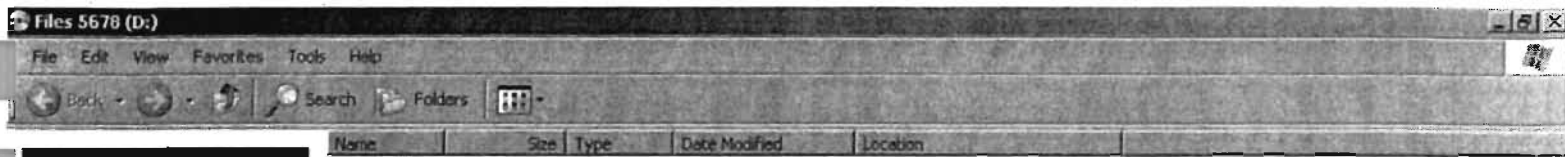
DEFENDANTS/COUNTERCLAIMANTS
BYRON T. THOMASON and
MARILYNN THOMASON'S MOTION TO
SHORTEN TIME and
SUPPORTING AFFIDAVITS

Byron T. Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E. 105-273
Rexburg, Idaho 83440
(208) 356-7069

Consolidate Cases CV-07-34 and CV-07-461
Counterplaintiffs Motion To Shorten Time

A9





CD Writing Tasks

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Details

Files 5678 (D:)
CD Drive
File System: CDFS
Free Space: 139 MB
Total Size: 680 MB

Name	Size	Type	Date Modified	Location
TIFF File				
File 5.tiff	187,907 KB	TIFF File	9/23/2010 5:30 AM	Files Currently on the CD
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File 7.tiff	80,727 KB	TIFF File	9/23/2010 5:41 AM	Files Currently on the CD
File 8.tiff	201,576 KB	TIFF File	9/23/2010 5:59 AM	Files Currently on the CD



A.11

THOBY2 (LOAN 2)

SECURITY FINANCIAL v. THOMASON CV-07-34 and CV-07-461

1 of 4

14% Interest

Monthly payments \$1,385.00 plus \$10.00 posting fee

													Foot Note
													(2)
Activity	Payment	Total	Per	Late	Interest	Principal	Posting	Interest	Principal	Principal	Foreclosure	THOBY	
Date	Method	Received	Diem	Fees	Charged	Principal	Charge	Adjustm't	Paid	Balance	Trustee	Escrow Trust	Credit
								To Principal	Adjustm't		Fees	Account	Balance
03/30/05										115,000.00	0.00	0.00	0.00
04/30/05			31 @ 44.11	0.00	1,367.41	17.59	10.00	0.00	0.00	115,000.00	0.00	0.00	0.00
05/04/05	Ck # 7565	1,395.00		0.00	(1,367.41)	(17.59)	(10.00)	0.00	(17.59)	114,982.41	0.00	0.00	0.00
05/30/05			30 @ 44.10	0.00	1,323.00	62.00	10.00	0.00	0.00	114,982.41	0.00	0.00	0.00
05/30/05	Ck # 7720	1,395.00		0.00	(1,323.00)	(62.00)	(10.00)	0.00	(62.00)	114,920.41	0.00	0.00	0.00
06/01/05	Late Closing	80.00		0.00	0.00	0.00	0.00	0.00	0.00	114,920.41	0.00	0.00	(80.00)
06/30/05			31 @ 44.08	0.00	1,366.48	18.52	10.00	0.00	0.00	114,920.41	0.00	0.00	(80.00)
07/11/05	Ck # 7900	1,395.00		0.00	(1,366.48)	(18.52)	(10.00)	0.00	(18.52)	114,901.89	0.00	0.00	(80.00)
07/30/05			31 @ 44.07	0.00	1,366.17	18.83	10.00	0.00	0.00	114,901.89	0.00	0.00	(80.00)
08/01/05	Ck # 8127	1,395.00		0.00	(1,366.17)	(18.83)	(10.00)	0.00	(18.83)	114,883.06	0.00	0.00	(80.00)
08/30/05			31 @ 44.06	0.00	1,365.86	19.14	10.00	0.00	0.00	114,883.06	0.00	0.00	(80.00)
08/30/05	Cr Bal 6-05	80.00		0.00	(80.00)	0.00	0.00	0.00	0.00	114,883.06	0.00	0.00	0.00
08/30/05	Escrow	1,315.00		0.00	(1,285.86)	(19.14)	(10.00)	0.00	(19.14)	114,863.92	0.00	0.00	0.00
09/30/05			30 @ 44.06	0.00	1,321.80	63.20	10.00	0.00	0.00	114,863.92	0.00	0.00	0.00
09/30/05	Escrow	1,395.00		0.00	(1,321.80)	(63.20)	(10.00)	0.00	(63.20)	114,800.72	0.00	0.00	0.00
			31 @ 44.03	0.00	1,364.93	20.07	10.00	0.00	0.00	114,800.72	0.00	0.00	0.00

A.12
26 of 124

Page 2 of 11

FINANCIAL SERVICES L.L.C. n/k/a)
STRONG PAW FINANCIAL SERVICES,)
INC., an Idaho Corporation, NORTHWEST)
TRUSTEE SERVICES, INC., an Idaho)
CORPORATION and JOHN/JANE DOES)
I-X, individuals or entities whose identities)
are unknown,)
)
)
Counterdefendants.)

COMES NOW THE NAMED DEFENDANTS/COUNTERCLAIMANTS in these matters, Marilyn Thomason, pro-se and Byron Thomason, pro-se, each acting independent of one another, however, filing this motion jointly to spare this court and opposing parties unnecessary duplication and redundant notices, motion and exhibits, defendants/counterclaimants, both being over the age of eighteen years of age and both being full time residents in the County of Madison, State of Idaho, **MOVES THIS COURT TO GRANT DEFENDANTS/COUNTERPLAINTIFFS MOTION FOR A RESTRAINING ORDER, STAYING the scheduled Trustee Foreclosure Sale** on property involved in the above cases.

PROPERTY DESCRIPTION

Commencing at the NE Corner of Government Lot 2 of Section 2, Township 5 North, Range 39 E.B.M., Madison County, Idaho, and running thence West 19 10 1/2 feet; thence South 160 Rods; thence East 19 Rods 10 1/2 feet; and thence North 160 Rods to the Point of Beginning. Less: Commencing at the NE Corner of Lot 2, Section 2, Township 5 North, Range 39 E.B.M., Madison County, and, and running thence West 19 Rods 10 1/2 feet; thence South 403.34 feet; thence East 19 Rods 10 1/2 feet; thence North 403.34 feet to the Point of Beginning. (Madison County Instrument No. 317314.)

Byron T. Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

Consolidate Cases: CV-07-34 and CV-07-461
Defendants/Counterplaintiffs Motion For Stay and Hearing
2 of 13

A 13

Disc 3. 410 6.4.44

ROY C. KLINGLER
(208) 356-5426

MADISON COUNTY SHERIFF'S OFFICE
145 E MAIN
REXBURG, ID 83440

JAN - 2 2009
Paper ID: 200801377

PERSONAL RETURN OF SERVICE

THOMASON, BYRON & MARILYN

- VS -

PLAINTIFF(S)

COURT: MADISON

CASE NO: CV07-461 & CV07-34

SECURITY FINANCIAL SERVICES

DEFENDANT(S)

PAPER(S) SERVED:

ORDER FOR WITHDRAWAL

I, ROY C. KLINGLER, SHERIFF OF MADISON COUNTY, STATE THAT THE ABOVE DESCRIBED DOCUMENTS WERE DELIVERED TO ME FOR SERVICE ON THE 19TH DAY OF DECEMBER 2008.

I HEREBY CERTIFY THAT, ON THE 30TH DAY OF DECEMBER 2008, AT 7:55 O'CLOCK P.M., I, LARA ALLISON, BEING DULY AUTHORIZED, SERVED THE ABOVE DESCRIBED DOCUMENTS IN THE ABOVE-ENTITLED MATTER UPON

*****THOMASON, MARILYN*****

PERSONALLY AT: 7276 W 3200 S REXBURG ID 83440

WITHIN THE COUNTY OF MADISON, STATE OF IDAHO.

COMMENTS: NO ORIG DOCUMENTS TO RETURN. SENT RETURN TO COURTS ON 12-31-08.
DATED THIS 31ST DAY OF DECEMBER 2008.

ROY C. KLINGLER
SHERIFF

SHERIFF'S FEES: 45.00
TOTAL COLLECTED TO DATE: 0.00
AMOUNT UNCOLLECTED: 45.00

BY

151
LARA ALLISON
SERVING OFFICER

BY

Suzanne G. Bagley
SUZANNE BAGLEY
RETURNING OFFICER

REECE, NORMAN G
445 WEST CHUBBUCK ROAD STE D
CHUBBUCK, ID. 83202

A.14

55 + 7
10
Dec 31 2008
D

(200) 252 2477

Originals

BYRON THOMASON, pro-se
MARILYNN THOMASON, pro-se
485 N.2nd E. 105-273
Rexburg, IDAHO 83440
208-356-7069

APR 17 2009

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
MADISON

SECURITY FINANCIAL FUND, LLC,

Plaintiff,

v.

BYRON T. THOMASON, pro se and
MARILYNN THOMASON, pro se,
Husband and Wife

Defendants,

BYRON T. THOMASON, pro-se and
MARILYNN THOMASON, pro-se,
husband and wife

Counterplaintiffs

v.

SECURITY FINANCIAL SERVICES,
INC., an Idaho Corporation,
SECURITY FINANCIAL FUND, LLC., an
Idaho Liability Company, STRONG PAW
FINANCIAL SERVICES L.L.C. n/k/a

) Consolidated Cases:

) Case No. CV-07-34

) Case No. CV-07-461

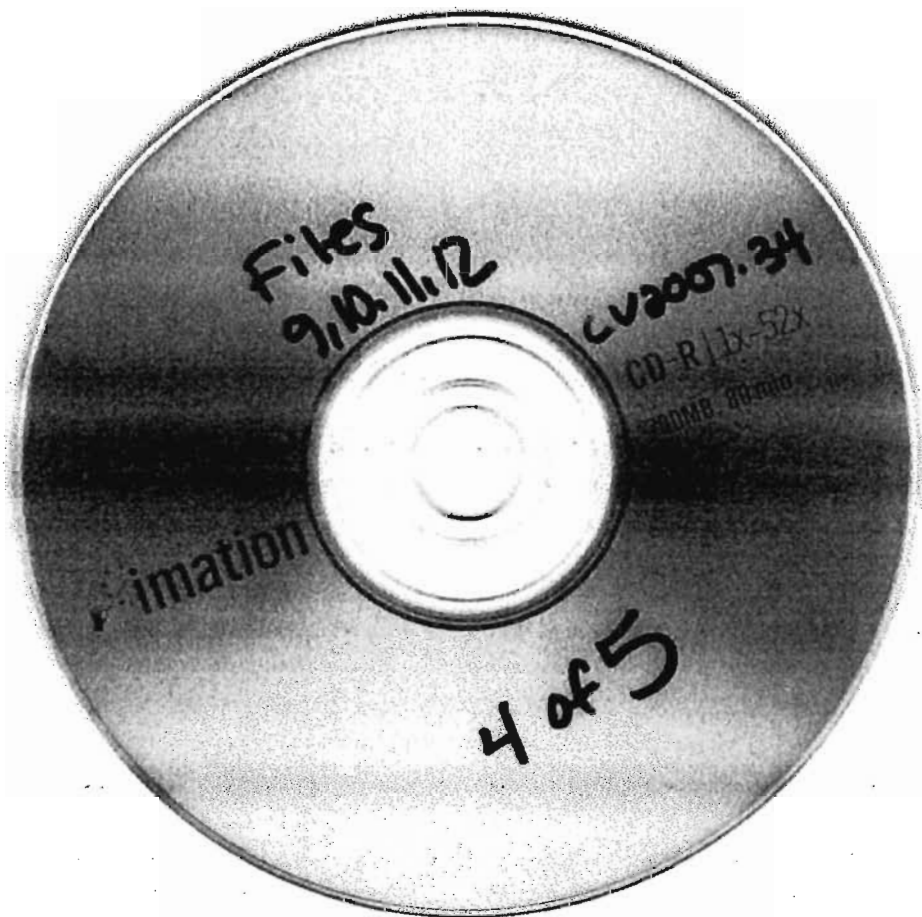
) DEFENDANTS/COUNTERPLAINTIFFS
) MOTION FOR PRELIMINARY INJUNCTION,
) MOTION FOR STAY and RELIEF FROM
) EXECUTION OF JUDGMENT OF
) JUDICIAL SALE SCHEDULED FOR
) TUESDAY, APRIL 21, 2009 @ 10:00 a.m.

) (LEGAL DESCRIPTION ATTACHED)

Byron Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E. 105-273
Rexburg, ID 83440
208-356-7069

Consolidate Cases: CV-07-34 and CV-07-461
RESTRAINING ORDER and AFFIDAVITS
1 of 10

A.10



A.16

Adobe Photoshop

File Edit Image Layer Select Filter View Window Help

Auto Select Layer Show Bounding Box

File 12.tiff @ 16.7% (Index)

File 11.tiff @ 16.7% (Index)

Files 9101112 (D:)

File Edit View Favorites Tools Help

Back Search Folders

Name	Size	Type	Date Modified	Location
TIFF File				
File 9.tiff	127,319 KB	TIFF File	9/24/2010 2:32 AM	Files Currently on t...
File 10.tiff	165,728 KB	TIFF File	9/24/2010 2:41 AM	Files Currently on t...
File 11.tiff	153,029 KB	TIFF File	9/24/2010 2:51 AM	Files Currently on t...
File 12.tiff	176,786 KB	TIFF File	9/24/2010 3:02 AM	Files Currently on t...

CD Writing Tasks

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Details

Files 9101112 (D:)

CD Drive

File System: CDFS

Free Space: 71.9 MB

Total Size: 680 MB

16.67M Doc: 0.02M/6.65M 4 objects

Start Adobe Photoshop 3:58 PM

300

300 dots per inch
or 90 thousand
on tiff

8 1/2 x 11" sheet = KB

A.17

MARILYNN THOMASON, pro-se
485 N.2nd E. 105-273
Rexburg, IDAHO 83440
208-356-7069

APR 17 2009

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
MADISON

SECURITY FINANCIAL FUND, LLC,

Plaintiff,

V.

BYRON T. THOMASON, pro se and
MARILYNN THOMASON, pro se,
Husband and Wife

Defendants,

BYRON T. THOMASON, pro-se and
MARILYNN THOMASON, pro-se,
husband and wife

Counterplaintiffs

V.

SECURITY FINANCIAL SERVICES,
INC., an Idaho Corporation,
SECURITY FINANCIAL FUND, LLC., an
Idaho Liability Company, STRONG PAW
FINANCIAL SERVICES L.L.C. n/k/a
STRONG PAW FINANCIAL SERVICES.

) Consolidated Cases:
)
) Case No. CV-07-34
) Case No. CV-07-461

NOTICE OF COMPLIANCE

NOTIFICATION OF COMPLIANCE
OF FAX TO PLAINTIFF'S COUNSEL

1

)

1

1

)

)

)

)

A.16

entitles whose identities are unknown,)

Counterdefendants.)

The Plaintiff, Security Financial Fund, LLC, moves this court for certification under Rule 54(b) of the Idaho Rules of Civil Procedure of its Judgment entered February 13, 2009, and filed February 20, 2009, as a final judgment. This Motion is made on the following grounds:

1. On or about January 9, 2007, Security Financial Fund, LLC, filed a foreclosure complaint seeking to foreclosure two mortgages.

2. On or about February 1, 2007, Defendants Byron T. Thomason and Marilyn L. Thomason filed "Defendants' First Response to Summons and Complaint."

3. At the time the Thomasons filed their first response to the Summons and Complaint their response denied the allegations of the Complaint, but raised no affirmative defenses, offsets, or counterclaims.

4. The Defendants have never amended their answer, or raised any counterclaims or affirmative defenses to the Plaintiff's Complaint.

5. On or about May 2007, Defendants, through their counsel, Norman G. Reece, filed a Verified Complaint against Security Financial Fund, LLC., and other Defendants. Nothing in that Complaint, nor in the prayer for relief, prayed for any offset, stay, counterclaim or defense against judgment being entered in Plaintiff's foreclosure Complaint.

6. On February 22, 2008, this court granted Summary Judgment to Plaintiff on its foreclosure complaint, determining that Defendants were in default of the mortgages, thus entitling Plaintiff to its foreclosure, reserving only the issue of the amount due, and referring the matter to a Special Master.

7. On October 22, 2007, the court, on its own Motion, and not at the request of either of the parties, consolidated case number CV-07-34 and CV-07-461 for the sake of the court's own convenience.

8. On or about March 21, 2008, after summary judgment had already been entered in case #CV-07-34, Defendants sought, and were granted, leave to amend the prayer of their Complaint in case number CV-07-461. Even after amendment, neither their complaint, nor the prayer sought any offset, stay, counterclaim or defense against judgment being entered in Plaintiffs' foreclosure

A.196.2-

Original

Byron T. Thomason, pro se
Marilynn Thomason, pro se
Mailing Address:
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
(208) 356-7069

JUN - 1 2009

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
MADISON

SECURITY FINANCIAL FUND, LLC,

Plaintiff,

v.

BYRON T. THOMASON, pro se and
MARILYNN THOMASON, pro se,
Husband and Wife

Defendants,

BYRON T. THOMASON, pro-se and
MARILYNN THOMASON, pro-se,
husband and wife

Counterclaimants

v.

SECURITY FINANCIAL SERVICES,

)
) **Consolidated Cases:**

) **Case No. CV-07-34**

) **Case No. CV-07-461**

) **DEFENDANTS/COUNTERCLAIMANTS,**

) **BYRON T. THOMASON and**

) **MARILYNN THOMASON'S**

) **NOTICE WAITING FOR ORDER**

) **REGARDING COUNTERCLAIMANTS'**

) **MOTION FOR SUMMARY JUDGMENT**

) **and ORDER ON PRETRIAL ORDERS**

) **and TRIAL DATE**

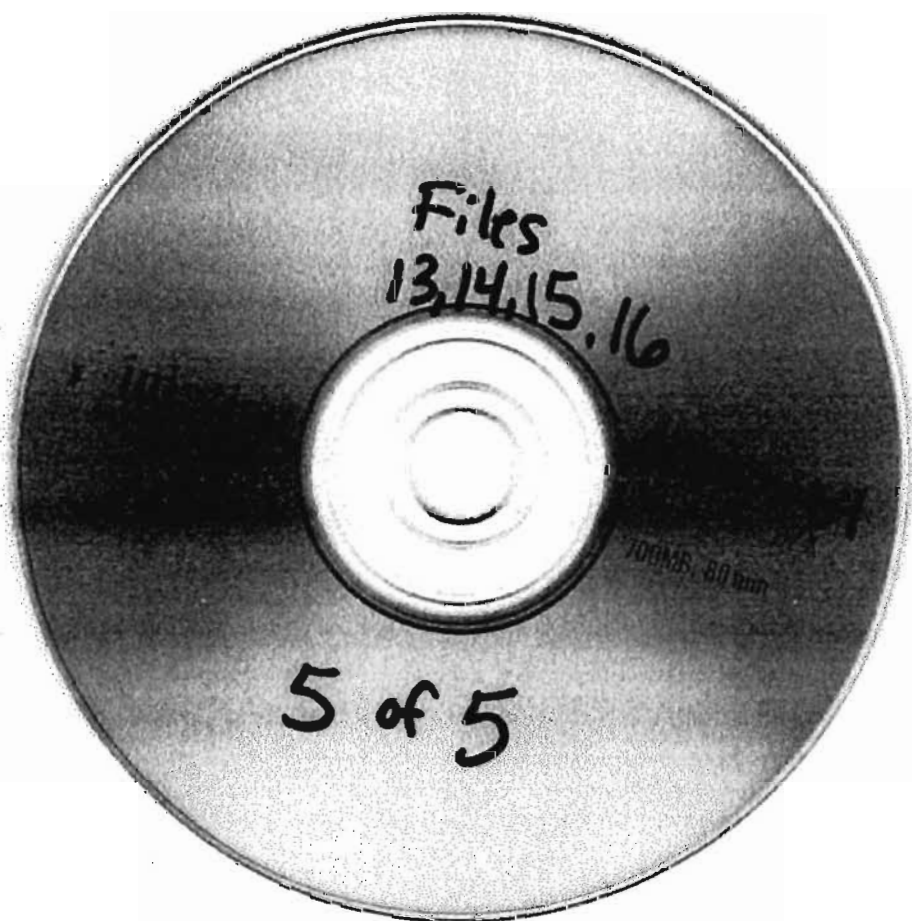
A 20

Set for trial 60 days out

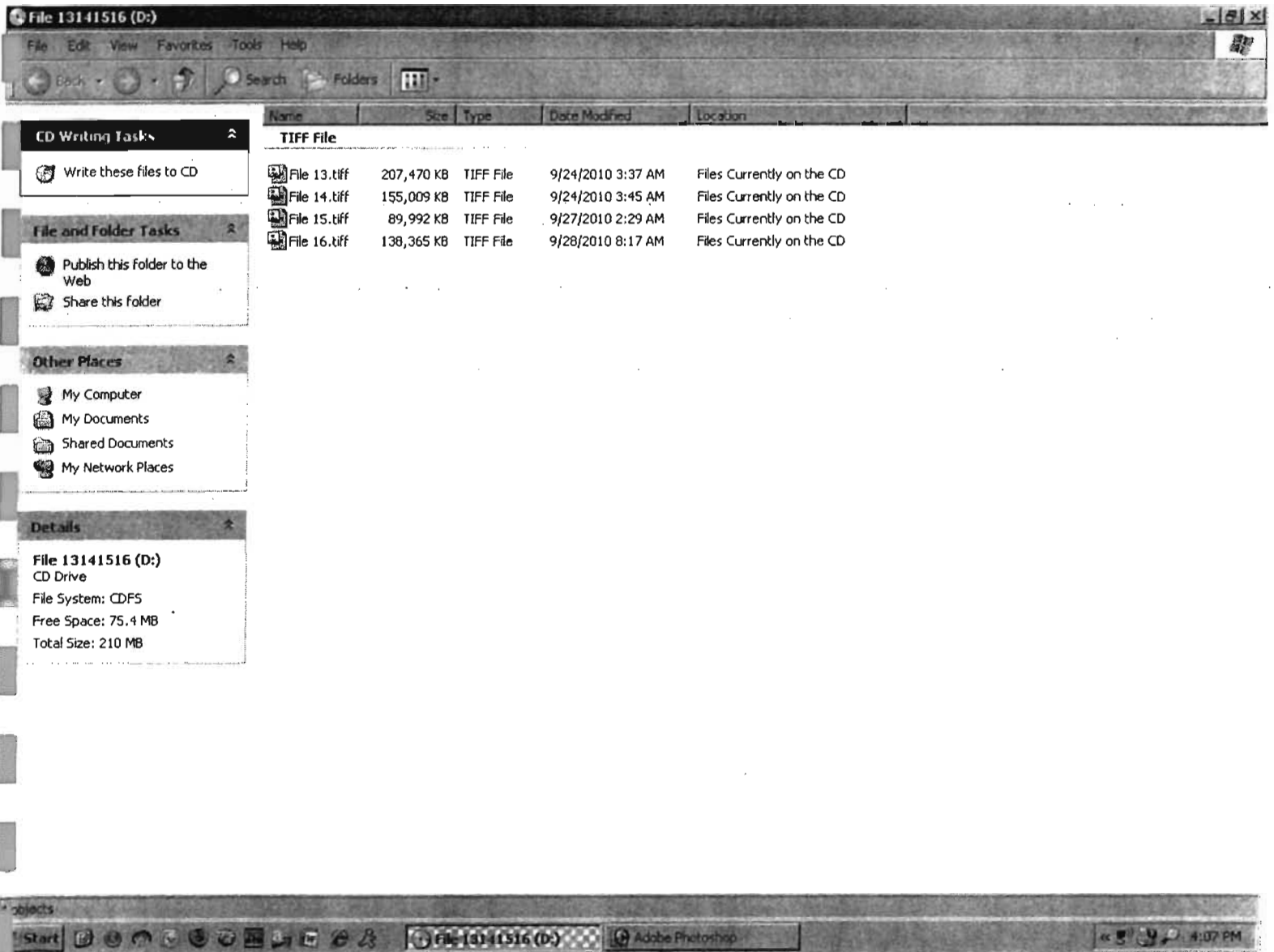
Parties to file depositive motions

Set jury trial October 1, 2009

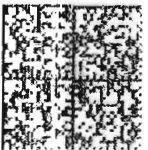
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A.22



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US POSTAGE

Dave R. Gallafent
Kent Higgins
Merrill & Merrill, Chartered
P.O. Box 991
Pocatello, Idaho 83204



29.09 (3.81) 164-02-24/11/1

A. 24

In the Supreme Court of the State of Idaho

SECURITY FINANCIAL FUND, LLC, an
Idaho limited liability corporation,

Plaintiff-Counterdefendant-Respondent,

and

SECURITY FINANCIAL SERVICES, INC.
an Idaho corporation; STRONG PAW
FINANCIAL SERVICES, LLC; STRONG
PAW FINANCIAL SERVICES, INC. an
Idaho corporation, NORTHWEST TRUSTEE
SERVICES, INC., an Idaho corporation,

Counterdefendants,

v.

BYRON T. THOMASON and MARILYNN
THOMASON, husband and wife,

Defendants-Counterplaintiffs-
Appellants.

ORDER SUSPENDING APPEAL

Supreme Court Docket No. 37203-2009
Madison County Docket No.
2007-34(2007-461)

The Notice of Appeal filed in District Court November 23, 2009 is from the Memorandum Decision and Order entered October 16, 2009, which is not a final appealable order. A Motion for Certificate to Appeal, IRCP 54(b) is pending before the District Court. Therefore, good cause appearing,

IT HEREBY IS ORDERED that the matter of entry of an order on the Motion for Certificate of Appeal, IRCP 54(b) be, and hereby is, REMANDED to the District Court and proceedings in this appeal shall be SUSPENDED to allow for the entry of an order, at which time this appeal shall proceed.

- A.26

PROMISSORY NOTE

Rexburg, ID 83440

Date: March 30, 2005

FOR VALUE RECEIVED the undersigned promise(s) to pay to the order of Security Financial Fund, LLC at 4950 S. Debonair, Meridian, ID 83642 or at such other place as the holder may designate, the principal sum of One Hundred Fifteen Thousand**** Dollars (115,000.00) together with interest on the unpaid principal balance from the date hereof until this Note is paid in full, at the rate of Fourteen percent (14.00%) per annum payable in equal monthly installments of 1,385.00 commencing on the 30 day of April, 2005, and continuing on the same day of each consecutive month thereafter until the 30 day of March, 2010, when the entire balance of principal and interest then unpaid shall become due and payable.

Any payment not received by the 15th day after due date will be subject to a late charge equal to 5% thereof. All payments shall be applied first to late charges, second to earned interest, and third to principal. Interest not paid when due shall be applied to principal and earn like interest until paid. The holder may accept late or partial payments without waiving any rights under this Note.

This Note is secured by Two Deeds of Trust of even date herewith.

This Note shall, at the option of the holder hereof, become immediately due and payable upon (I) the failure to pay any sum due hereunder within 15 days of due date, (II) a default in the performance of any other obligation under this Note or (III) a default in any provision of any deed of trust, guaranty, or other security instrument given to secure this Note. The holder may delay enforcement of this Note without waiving his rights to do so, and a waiver of a default shall not constitute a waiver of any subsequent default.

If in default under the provisions of this Note, the undersigned agree(s) to pay reasonable collection costs, including but not limited to attorney fees and court costs, incurred by the holder whether before, during or subsequent to any litigation.

The liability of the undersigned shall be joint and several. The undersigned acknowledge receipt of a copy of this Note.

BORROWER:

Byron I. Thomason
Byron I. Thomason

CO-BORROWER:

Marilynn Lynn Thomason
Marilynn Lynn Thomason

WITNESS:

This Promissory Note and any collateral that secures this Note have been assigned to Zions First National Bank, Salt Lake City, Utah. Any subsequent assignment without written approval of Zions Bank will not be effective or valid to effect the transfer any interest in the Note.

Assignment released by Zions First National BankSigned By: [Signature] Date: 3/10/05Title: V.P.

Zions First National Bank

Signed By: [Signature] Date: 9/24/05Title: V.P.

A.27

APPENDIX EXHIBIT B

**DISTRICT COURT'S
ROA**

14 PAGES

DATED 08-18-2009

Date: 8/18/2009

Seventh Judicial District Court - Madison County

User: KRIS

Time: 04:47 PM

ROA Report

Page 1 of 11

Case: CV-2007-0000034 Current Judge: Gregory W Moeller

Security Financial Fund LLC vs. Byron T Thomason, etal.

8-18-09

Other Claims

Date		Judge
1/12/2007	New Case Filed - Other Claims	Brent J. Moss
	Filing: A1 - Civil Complaint, More Than \$1000 No Prior Appearance Paid by: Gallafent, Dave R. (attorney for Securit Financial Fund LLC) Receipt number: 0000248 Dated: 1/12/2007 Amount: \$88.00 (Check)	Brent J. Moss
	Summons Issued Byron Thomason	Brent J. Moss
	Summons Issued Marilyn Thomason	Brent J. Moss
	Summons Issued Credit Bureau	Brent J. Moss
	Summons Issued Discover bank	Brent J. Moss
1/17/2007	Affidavit for Service Outside of State	Brent J. Moss
	Motion for Service Outside of State	Brent J. Moss
1/23/2007	Order for Out of State Service	Brent J. Moss
2/1/2007	Filing: 11A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: Thomason, Marilyn Lynn (defendant) Receipt number: 0000658 Dated: 2/1/2007 Amount: \$58.00 (Check)	Brent J. Moss
	Affidavit of Defendant, Byron T Thomason	Brent J. Moss
2/2/2007	Affidavit of Defendant, Marilyn Thomason	Brent J. Moss
	Defendant's Objection to Plaintiff's Counsel	Brent J. Moss
	Defendant's Demand for a Trial by Jury	Brent J. Moss
2/9/2007	Notice Of Service	Brent J. Moss
2/14/2007	Summons Returned 01/28/07 Marilyn and Ned Zollinger	Brent J. Moss
2/15/2007	Memorandum in Support Motion for Sumamry Judgment	Brent J. Moss
	Motion for Summary Judgment	Brent J. Moss
	Affidavit of C Edward Cather	Brent J. Moss
	Motion for Default Judgment	Brent J. Moss
	Affidavit in Support of Motion for Default Judgment	Brent J. Moss
2/16/2007	Hearing Scheduled (Summary Judgment 04/09/2007 10:00 AM)	Brent J. Moss
2/20/2007	Notice Of Hearing	Brent J. Moss
2/27/2007	Defendant's Second Response to Complaint	Brent J. Moss
2/28/2007	Default Judgment Entered Without Hearing Against Credit Bureau of Eastern Idaho Inc	Brent J. Moss
3/1/2007	Civil Disposition entered for: Credit Bureau Of Eastern Idaho, Inc, Defendant; Security Financial Fund LLC, Plaintiff. order date: 3/1/2007	Brent J. Moss
3/26/2007	Supporting Affidavit of defendant, Marilyn Thomason in Response to Plaintiff's Motion for Sumamry Judgment	Brent J. Moss
	Supporting Affidavit of Defendant, Byron T Thomason in Response to Plaintiff's Motion for Sumamry Judgment	Brent J. Moss
	Defendnt's Resposne Objections and Sworn Affidavits to Plaintiff's Motion for Summary Judgment	Brent J. Moss
4/2/2007	Motion to Strike the Affidavits of Byron T Thomason and marilyn L Thomason	Brent J. Moss
	Affidavit of Stephen L Howell	Brent J. Moss

B.1

Other Claims

Date		Judge
4/10/2007	Hearing result for Summary Judgment held on 04/09/2007 10:00 AM: Hearing Held	Brent J. Moss
4/12/2007	Order	Brent J. Moss
4/23/2007	Defendants' Supporting Exhibits to Defendants' Second Response to Complaint	Brent J. Moss
5/23/2007	Affidavit of Charlene England	Brent J. Moss
6/21/2007	Order Denying Plaintiff's Summary Judgment Motion	Brent J. Moss
7/11/2007	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomason, Marilyn Lynn Receipt number: 0003881 Dated: 7/11/2007 Amount: \$4.00 (Cash)	Brent J. Moss
	Miscellaneous Payment: For Certifying The Same Additional Fee For Certificate And Seal Paid by: Thomason, Marilyn Lynn Receipt number: 0003881 Dated: 7/11/2007 Amount: \$4.00 (Cash)	Brent J. Moss
7/12/2007	Minute Entry	Brent J. Moss
7/13/2007	Notice Of Service Defendant's First Set of Discovery to Plaintiffs	Brent J. Moss
	Affidavit of Defendant, Marilyn Thomason, and Notice of Service	Brent J. Moss
9/4/2007	Notice Of Service	Brent J. Moss
9/5/2007	Notice of Defendants' New Mailing Address	Brent J. Moss
	Defendants' Motion to Compel Discovery and Notice of Service to Defendants' First Set of Discovery	Brent J. Moss
	Defendants' Notice of Hearing and Certificate of Service on Motion to Compel	Brent J. Moss
9/18/2007	Hearing Scheduled (Motion 09/24/2007 10:00 AM)	Brent J. Moss
9/19/2007	Motion to Shorten Time for hearing	Brent J. Moss
	Notice Of Hearing	Brent J. Moss
	Motion to Reconsider	Brent J. Moss
	Motion to Compel	Brent J. Moss
	Response to Motion to Compel	Brent J. Moss
	Affidavit of kent A Higgins	Brent J. Moss
	Affidavit of Stephen I Howell	Brent J. Moss
	Notice Of Service	Brent J. Moss
9/21/2007	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomason, Marilyn Lynn Receipt number: 0005447 Dated: 9/21/2007 Amount: \$69.00 (Check)	Brent J. Moss
	Defendant, Marilyn Thomason's, Affidavit in Support For Motion to Compel Plaintiff to Respond to Discovery	Brent J. Moss
9/24/2007	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomason, Marilyn Lynn Receipt number: 0005452 Dated: 9/24/2007 Amount: \$24.00 (Cash)	Brent J. Moss
	Defendant, Marilyn Thomason's Affidavit Objecting to Plaintiff's Motionsto Shorten Time, Reconsideration and Compel Discovery	Brent J. Moss
	Defendant, Byron T Thomason's Affidavit Objecting to Plaintiff's Motions to Shorten Time, Reconsideration and Compel Discovery	Brent J. Moss

Other Claims

Date		Judge
9/24/2007	Defendant's Objections to Plaintiff's Motion to Shorten Time, Motion for Reconsideration and Motion to Compel Discovery	Brent J. Moss
9/27/2007	Motion to Shorten Time For Hearing	Brent J. Moss
	Notice Of Hearing	Brent J. Moss
	Brief in Support Motion For Summary Judgment	Brent J. Moss
9/28/2007	Hearing result for Motion held on 09/24/2007 10:00 AM: Motion Held	Brent J. Moss
	Hearing Scheduled (Motion 10/22/2007 01:30 PM)	Brent J. Moss
10/5/2007	Affidavit of Norman G Reece Jr	Brent J. Moss
10/16/2007	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Marilyn Thomason Receipt number: 0005935 Dated: 10/16/2007 Amount: \$2.00 (Cash)	Brent J. Moss
	Supporting Affidavit of Defendant, Marilyn Thomason and Byron Thomason's Objections to Plaintiff's Motion to Shorten Time, Sumamry Judgment, Reconsideration and Other Implied Relief	Brent J. Moss
	Defendant's Second Notice Of Hearing and Certificate of Service on Motion to Compel	Brent J. Moss
	Defendant's Affidavits and Defendant's Objections to Plaintiff's Request to the Shortening of Hearing Time, Reconsideration, Sumamry Judgment and Implied Relief	Brent J. Moss
11/21/2007	Defendant, Marilynn Thomason's Materials on Loans, Escrow, CDredits, Payments, Losses Per Court Order	Brent J. Moss
	Explanation of Exhibits	Brent J. Moss
2/22/2008	Order	Brent J. Moss
2/29/2008	Filing: T - Civil Appeals To The Supreme Court (\$86.00 Directly to Supreme Court Plus this amount to the District Court) Paid by: Thomason, Byron T (defendant) Receipt number: 0008394 Dated: 2/29/2008 Amount: \$15.00 (Cash) For: Thomason, Byron T (defendant)	Brent J. Moss
	Appealed To The Supreme Court	Brent J. Moss
	Miscellaneous Payment: For Making Copies Of Transcripts For Appeal Per Page Paid by: Thomason, Byron T Receipt number: 0008395 Dated: 2/29/2008 Amount: \$100.00 (Cash)	Brent J. Moss
	Defendant Marilynn Thomason's Objection to the Appointment of a Special Master and Notice of Service	Brent J. Moss
	Defendant, Byron T Thomason's Objection to Appointment of a Special master and Notice of Service	Brent J. Moss
	Defendant, Byron T Thomason's Affidavit and Notice to Court and Parties of Error in Court's Mailing of February 22, 2008 Order to the Defendant's	Brent J. Moss
3/10/2008	Objection to the Appeal of Interlocutory Order	Brent J. Moss
	Affidavit of Marilynn Thomason, Appellant Objection to Special Master	Brent J. Moss
	Affidavit of Byron T Thomason, Appellant, Objection to Special Master	Brent J. Moss
3/11/2008	Hearing Scheduled (Motion 03/24/2008 10:00 AM)	Brent J. Moss
3/14/2008	Continued (Status Conference 03/24/2008 11:00 AM)	Brent J. Moss
	Notice Of Hearing	Brent J. Moss

Other Claims

Date		Judge
3/19/2008	Defendant/Counterclaimant, Marilyn Thomason's Affidavit and Notice to Court and Parties of Error of Hearing Schedule	Brent J. Moss
	Defendants/Counterclaimants Byron T Thomason and Marilyn Thomason's Motion For Reconsideration on Ruling to Deny Defendants Objections to Special Master	Brent J. Moss
3/21/2008	Defendants/Counterclaimants Byron T Thomson and Marilyn Thomason's Motion to Paryer for Relief in Original verified Complaint	Brent J. Moss
	Notice Of Hearing	Brent J. Moss
	Affidavit of Byron T Thomason, Appellant, Notice of Tasnscript and Other Appeal Fees Paid	Brent J. Moss
	Defendant/Counterclaimant, Marilyn Thomason's Affidavit on Motion to Amend	Brent J. Moss
	Defendant/Counterclaimant, Byron T Thomason's Affidavit on Motion to Amend	Brent J. Moss
	Hearing Scheduled (Motion 04/07/2008 10:00 AM)	Brent J. Moss
3/24/2008	Order Conditionally Dismissing Appeal	Brent J. Moss
3/27/2008	Objection to Motion to Amend Prayer for Relief in Original Verified Complaint	Brent J. Moss
4/3/2008	Defendants/Counterclaimants Byron T Tomason and Marilyn Thomason's Motion to Amend Brief	Brent J. Moss
	Consolation of April 7th, 2008 hearing and Notice of Rescheduled Hearing (No Stipulation filed)	Brent J. Moss
	Defendants/Counterclaimants Byron T Thomason and Marilyn Thomason's Motion to Consider Named Entities as Special Master	Brent J. Moss
4/8/2008	Appellants Response, Motion and Objection to Order Conditionally Dismissing Appeal	Brent J. Moss
4/21/2008	Hearing Scheduled (Motion 05/12/2008 10:00 AM) Motion to Amend	Brent J. Moss
	Order Dismissing Appeal	Brent J. Moss
4/24/2008	Defendants/Counterclaimants Byron T Thomason and Marilyn Thomason's Motion to Shorten Time and Supporting Affidavits	Brent J. Moss
	Defendants/Counterclaimants Byron T Thomason and Marilyn Thomason's Motion For Temporary Restraining Order on May 8, 2008 Trustee Sale with Supporting Affidavits	Brent J. Moss
	Temporary Restraining Order and Notice of Hearing (R) (Judge did not Grant Order)	Brent J. Moss
4/28/2008	Notice Of Hearing	Brent J. Moss
4/30/2008	Defendants/Counterclaimants Byron T Thomason and Marilyn Thomason's Motion to Shorten Time and Supporting Affidavits	Brent J. Moss
	Notice Of Hearing	Brent J. Moss
	Motion For A Restraining Order	Brent J. Moss
	Order (R)	Brent J. Moss
5/1/2008	Order to Show Cause	Brent J. Moss
5/2/2008	Hearing Scheduled (Motion 05/05/2008 10:00 AM)	Brent J. Moss

Other Claims

Date		Judge
5/5/2008	Evidence of Court Documents Supporting Counterclaimants Motion For A Restraining Order	Brent J. Moss
	Hearing result for Motion held on 05/12/2008 10:00 AM: Hearing Vacated Motion to Amend	Brent J. Moss
5/7/2008	Order	Brent J. Moss
5/8/2008	Hearing result for Motion held on 05/05/2008 10:00 AM: District Court Hearing Held Court Reporter: David Marlow Number of Transcript Pages for this hearing estimated: less than 100 pages	Brent J. Moss
5/12/2008	Amended Complaint Filed (No summons issued)	Brent J. Moss
5/15/2008	Remittitur	Brent J. Moss
5/19/2008	Supporting Evidence on Motion for Continuance of Stay and Further Prayers for Relief	Brent J. Moss
5/20/2008	Order of Reference to Special master, Consolidated Cases	Brent J. Moss
5/28/2008	Hearing Scheduled (Hearing 06/02/2008 11:00 AM)	Brent J. Moss
6/3/2008	Order Lifting Stay	Brent J. Moss
6/9/2008	Hearing Scheduled (Motion 06/23/2008 10:00 AM) Motion to Reconsider Defendant's/Counterclaimants Marilynn Thomason's Notice of Receipt of Certified Mail	Brent J. Moss
	Defendants/Counterclaimants Byron T Thomason and Marilyn Thomason's Motion for Reconsideration	Brent J. Moss
	Counterclaimant, Marilyn Thomason's Affidavit of Delivery of Documents to Special Master	Brent J. Moss
	Notice of Delivery Defendants/Counterclaimants, Byron T Thomason and Marilynn Thomason's Delivery of Payment Records to Special Master	Brent J. Moss
6/30/2008	Motion For A Restraining Order Staying Pending Trustee Sale	Brent J. Moss
	Notice Of Hearing	Brent J. Moss
	Hearing Scheduled (Motion 07/14/2008 10:00 AM)	Brent J. Moss
7/14/2008	Minute Entry Hearing type: Motion Hearing date: 7/14/2008 Time: 10:17 am Court reporter: David Marlow	Brent J. Moss
	Hearing result for Motion held on 07/14/2008 10:00 AM: District Court Hearing Held Court Reporter: David Marlow Number of Transcript Pages for this hearing estimated: less than 100 pages	Brent J. Moss
7/22/2008	Memorandum Decision	Brent J. Moss
	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomason, Marilynn Lynn Receipt number: 0011274 Dated: 7/22/2008 Amount: \$3.00 (Cash)	Brent J. Moss
7/23/2008	Filing: T - Civil Appeals To The Supreme Court (\$86.00 for the Supreme Court to be receipted via Misc. Payments. The \$15.00 County District Court fee to be inserted here.) Paid by: Thomason, Marilynn Lynn (defendant) Receipt number: 0011305 Dated: 7/23/2008 Amount: \$15.00 (Cash) For: Thomason, Marilynn Lynn (defendant)	Brent J. Moss

Other Claims

Date		Judge
7/23/2008	Miscellaneous Payment: Supreme Court Appeal Fee (Please insert case #) Paid by: Thomason, Marilynn Lynn Receipt number: 0011306 Dated: 7/23/2008 Amount: \$86.00 (Cash)	Brent J. Moss
	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomason, Marilynn Lynn Receipt number: 0011307 Dated: 7/23/2008 Amount: \$1.00 (Cash)	Brent J. Moss
	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomason, Marilynn Lynn Receipt number: 0011309 Dated: 7/23/2008 Amount: \$1.00 (Cash)	Brent J. Moss
7/25/2008	Order Conditionally Dismissing Appeal	Brent J. Moss
	Order Denying Emergency Motion for Stay	Brent J. Moss
8/15/2008	Appellants' Response and Motions to the Court's Order on the Appeal and Application for a Temporary Restraining Order Pending Appeal from District Court's Final Order	Brent J. Moss
8/26/2008	Letter Suspending Appeal	Brent J. Moss
9/4/2008	Order Denying Temporary Restraining Order and Dismissing Appeal	Brent J. Moss
9/30/2008	Remittitur	Brent J. Moss
10/1/2008	Appellants' Motion For Reconsideration of Denial of Stay and Denial of Appeal Dated Sept 26, 2008	Brent J. Moss
10/6/2008	Hearing Scheduled (Status Conference 10/27/2008 10:00 AM)	Brent J. Moss
10/14/2008	Notice Of Hearing	Brent J. Moss
10/27/2008	Minute Entry Hearing type: Status Conference Hearing date: 10/27/2008 Time: 10:13 am Court reporter: David Marlow	Brent J. Moss
10/29/2008	Notice of Filing of Master's Report	Brent J. Moss
11/10/2008	Defendants/Counterclaimants, Byron T Thomason and Marilynn Thomason's Notice of Hearing and Certificate of Mailing on Their Motion Objecting to Special Master's Report and Other Matters	Brent J. Moss
	Defendant/Counterclaimant, Marilynn Thomason's, Affidavit Supporting Motion to Strike and on Motion Objecting to Special Master's Allege Findings, Filings, Documents	Brent J. Moss
	Defendant/Counterclaimant, Byron T Thomason's, Affidavit Supporting Motion to Strike and On Motion Objecting to Special Master's Allege Findings, Filings, Documents	Brent J. Moss
	Defendants/Counterclaimants, Byron T Thomason and Marilynn Thomason's Motion to Strike Special Master's Finding, Report, Service and Other Matters	Brent J. Moss
	Defendants/Counterclaimants, Byron T Thomason and Marilynn Thomason's Motion Objecting to Special Master's Finding, Report, Service and Other Matters	Brent J. Moss
12/4/2008	Hearing Scheduled (Motion 12/22/2008 10:00 AM)	Brent J. Moss
12/9/2008	Notice Of Hearing on Application for Action Upon the Report of the Special Master	Brent J. Moss
	Application for Action Upon the Report of the Special Master	Brent J. Moss
12/11/2008	Stipulation for withdrawal of Attorney	Brent J. Moss
	Order Allowing withdrawal of Attorney	Brent J. Moss

B.6

Other Claims

Date		Judge
12/22/2008	Defendants/Counterclaimants Byron T Thomason Objection to Plaintiffs' Notice of Hearing Monday, December 22, 2008 and Application For Action Upon The Report of the Special Master	Brent J. Moss
12/23/2008	Amended Notice Of Hearing Set for January 5, 2008 at 10:00 AM	Brent J. Moss
	Hearing Scheduled (Motion 01/05/2009 10:00 AM)	Brent J. Moss
1/2/2009	Return Of Service Byron 12/24	Brent J. Moss
	Return Of Service Marilyn 12/30	Brent J. Moss
2/6/2009	Transcript Filed	Brent J. Moss
2/20/2009	Order Adopting Special Master's Findings of Fact & Judgment	Brent J. Moss
3/9/2009	Decree of Foreclosure and Order of sale	Brent J. Moss
	Civil Disposition entered for: Thomason, Byron T, Defendant; Thomason, Marilyn Lynn, Defendant; Security Financial Fund LLC, Plaintiff. Filing date: 3/9/2009	Brent J. Moss
	Hearing Scheduled (Status Conference 03/23/2009 10:00 AM)	Brent J. Moss
	Notice Of Hearing	Brent J. Moss
3/11/2009	Affidavit of Amount Due	Brent J. Moss
	Writ Issued	Brent J. Moss
	Miscellaneous Payment: Writs Of Execution Paid by: Merrill & Merrill Receipt number: 0016075 Dated: 3/11/2009 Amount: \$2.00 (Check)	Brent J. Moss
3/12/2009	Order of Sale	Brent J. Moss
3/17/2009	Hearing Scheduled (Summary Judgment 05/04/2009 10:00 AM)	Brent J. Moss
	Hearing Scheduled (Motion 05/04/2009 10:00 AM) Motion for Reconsideration	Brent J. Moss
	Hearing Scheduled (Motion 05/04/2009 10:00 AM) Motion for permission for Appeal	Brent J. Moss
	Hearing Scheduled (Motion 05/04/2009 10:00 AM) Motion for Setting Trial	Brent J. Moss
	Defendants/Counterclaimants, Byron T Thomason and Marilyn Thomason's Motion Granting Permission to Appeal	Brent J. Moss
	Notice Of Hearing (5/4/09)	Brent J. Moss
	Defendants/Counterclaimants, Byron T Thomason and Marilyn Thomason's Motion For Partial Summary Judgment Against Plaintiffs/Counterdefendants	Brent J. Moss
	Brief in Supports of The Defendants/Counterclaimants, Byron T Thomason and Marilyn Thomason's Motion For Partial Summary Judgment and Other Relief	Brent J. Moss
	Affidavit in Support of Motion For Partial Summary Judgment and Supporting Brief	Brent J. Moss
	Notice Of Hearing (5/4/09)	Brent J. Moss
	Defendants/Counterclaimants, Byron T Thomason's Motion For Reconsideration Fraud on the Court and Supporting Brief	Brent J. Moss
	Affidavits in Support of Motion For Reconsideration Due to Fraud Upon the Court, Failure to Disclose and Notify	Brent J. Moss
	Notice Of Hearing (5/4/09)	Brent J. Moss

Other Claims

Date		Judge
3/17/2009	Request For Trial Setting	Brent J. Moss
	Notice Of Hearing (5/4/09)	Brent J. Moss
3/24/2009	Answer to Amended Complaint	Brent J. Moss
3/25/2009	Demand For Jury Trial	Brent J. Moss
4/2/2009	Hearing Scheduled (Motion 04/14/2009 10:00 AM) Motion for supplemental fees	Brent J. Moss
4/8/2009	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomson Law. Receipt number: 0016686 Dated: 4/8/2009 Amount: \$18.00 (Cash)	Brent J. Moss
4/10/2009	Motion for Supplemental Attorney Fees	Brent J. Moss
	Notice Of Hearing on Motion for Supplemental Attorney Fees	Brent J. Moss
	Motion to Shorten Time for Hearing	Brent J. Moss
4/13/2009	Affidavit in Support of Motion for Supplemental Attorney Fees	Brent J. Moss
4/14/2009	Minute Entry Hearing type: Motion Hearing date: 4/14/2009 Time: 11:08 am	Don L. Harding
	Hearing Scheduled (Motion 04/20/2009 10:00 AM)	Don L. Harding
	Notice Of Hearing	Brent J. Moss
	Defendants/CounterPlaintiffs Motion For A Emergency Stay and Relief From Execution of Judgment of Judicial Sale	Brent J. Moss
4/15/2009	Motion To Shorten Time For Defendants/CounterPlaintiffs Motion For A Emergency Stay and Relief From Execution of Judgment of Judicial Sale	Brent J. Moss
4/17/2009	Notice of Compliance	Brent J. Moss
	Defendants/CounterPlaintiffs Motion For Preliminary Injunction, Motion For Stay and Relief From Execution of Judgment of Judicial Sale Scheduled For Tuesday, April, 21, 2009 @ 10:00 AM	Brent J. Moss
4/20/2009	Objection to Defendants Motion For Emergency Stay and Relief From Execution of Judgment of Judicial Sale, AND	Brent J. Moss
	Objection to Defendants' Motion For Preliminary Injunction, and Motion For Stay and Relief From Execution of Judgment of Judgment of Judicial Sale Scheduled For Tuesday April 21, 2009 at 10:00 AM	
	Affidavit of Marsha Blalock	Brent J. Moss
	Second Motion For Supplemental Attorney Fees	Brent J. Moss
	Supplemental Affidavit in Support of Second Motion For Supplemental Attorneys Fees	Brent J. Moss
	Order Granting Second Supplemental Attorney Fees (R)	Brent J. Moss
	Minute Entry Hearing type: Motion Hearing date: 4/20/2009 Time: 10:08 am Court reporter: David Marlow	Brent J. Moss
4/22/2009	Notice Of Hearing	Gregory W Moeller
	Motion for Rule 54 (b) Certification of Final Judgment	Gregory W Moeller
	Motion to shorten Time for hearing	Gregory W Moeller
4/27/2009	Disqualification - Administration (batch process)	

Other Claims

Date		Judge
4/27/2009	Defendants/Counterclaimants, Byron T Thomason and Marilyn Thomason's Objection to Counterdefendants Motion For Rule 54(b), Certification of Final Judgment and Motion to Shorten Time, Objection of Stay and Affidavit of Marsha Blalock Thomasons' Objections are Based on Fraud Upon the Court and Untimeliness	Gregory W Moeller
5/7/2009	Writ Returned	Gregory W Moeller
6/1/2009	Defendants/Counterclaimants, Byron T Thomson and Marilyn Thomason's Notice Waiting For Order Regarding Counterclaimants' Motion For Summary Judgment and Order on Pretrial Orders and Trial Date	Gregory W Moeller
6/3/2009	Order RE: Various Motions	Gregory W Moeller
6/8/2009	Notice Of Service of Discovrey (She had the larger Discovery Exhibits with her file)	Gregory W Moeller
6/15/2009	Motion in Limine Regarding Accounting Evidence	Gregory W Moeller
	Motion in Limine Reagrding Evidence of Oral Agreements	Gregory W Moeller
	Motion to Dismiss for Failure to Join Indispensable Parties or alternatively, Motion in Limine Regarding Testimony Concerning Non-joined Parties	Gregory W Moeller
6/16/2009	Notice of Hearing on Motion in Limine Regarding Accounting Evidence; Motion in Limine Regarding Evidence of Oral Agreements and Motion to Dismiss for Failure to Join Indispensable Parties, or Alternatively Motion in Limine Regarding Testimony Concerning Non-Joined Parties	Gregory W Moeller
6/22/2009	Defendant's/Counterclaimants, Byron T. Thomason and Marilyn Thomason's Motion for Relief from All Judgments Due to Fraud Upon the Court and Thomason's Motion to Shorten Time and Responses to Motion in Limine, Motion to Dismiss and Motions to Bar Evidence and Testimony	Gregory W Moeller
6/29/2009	Minute Entry Hearing type: Pre-Trial Hearing date: 6/29/2009 Time: 11:12 am Court reporter: David Marlow	Gregory W Moeller
6/30/2009	Hearing Scheduled (Motion 07/06/2009 09:00 AM) Motion in Limine Regarding Accounting Evidence; Motion in Limine Regarding Evidence of Oral Argreemetns, Motion to Dismiss for Failure to Join Indispensable Parties, or Alternatively Motion in Limine Regarding Testimony concerning Non-Joined Parties	Gregory W Moeller
7/1/2009	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomason, Marilyn Lynn Receipt number: 0018569 Dated: 7/1/2009 Amount: \$8.00 (Cash)	Gregory W Moeller
	Defendants/Counterclaimants, Byron T Thomason and Marilyn Thomason's Motion For Relief From All Judgments Due to Fraud Upon the Court AND "Thomasons" Motion to Shorten Time AND Objection to the Undisclosed Document by "Security"'s Counsel	Gregory W Moeller
7/6/2009	Minute Entry Hearing type: Motion Hearing date: 7/6/2009 Time: 11:07 am Court reporter: David Marlow Minutes Clerk: Angie Wood Party: Byron Thomason Party: Marilyn Thomason Party: Security Financial Fund LLC, Attorney: Dave Gallafent	Gregory W Moeller
7/10/2009	Hearing Scheduled (Motion 07/27/2009 10:00 AM) Motion for Change of Venue	Gregory W Moeller

Other Claims

Date		Judge
7/13/2009	Notice of Taking Deposition of Byron T Thomason and Marilyn L Thomason	Gregory W Moeller
7/15/2009	Notice Of Service	Gregory W Moeller
7/16/2009	Counterplaintiffs/Thomasons Submission of Pre-trial Exhibit List and Witness List per Court Order	Gregory W Moeller
7/17/2009	Witness and Exhibit List	Gregory W Moeller
7/21/2009	Motion of Limine, Motion to Strike and Objection to Witness List and Exhibit List of Counterdefendants on July 20, 2009	Gregory W Moeller
	Counterplaintiff's Jury Instructions Original and Second Set	Gregory W Moeller
	Amended Notice Of Expedited Telephonic Hearing	Gregory W Moeller
7/22/2009	Minute Entry Hearing type: Admit/Deny Hearing Hearing date: 7/20/2009 Time: 10:07 am Court reporter: David Marlow Minutes Clerk: Angie Wood	Gregory W Moeller
	Minute Entry Hearing type: Motion Hearing date: 7/20/2009 Time: 10:07 am Court reporter: David Marlow Minutes Clerk: Angie Wood Party: Security Financial Fund LLC, Attorney: Kent Higgins	Gregory W Moeller
	Order Granting an Expedited Hearing on Motion to Compel Depositions	Gregory W Moeller
	Jury Instructions	Gregory W Moeller
	Hearing Scheduled (Motion 07/29/2009 11:00 AM) Motion to Compel	Gregory W Moeller
7/23/2009	Notice Of Expedited Telephonic Hearing	Gregory W Moeller
	Order Granting An Expedited Hearing on Motion to Compel Depositions (Has different Cert of Serv attached)	Gregory W Moeller
7/24/2009	otion for Demand for Relief from Judgments Rendered under CV-07-34 and Dismissal of Complaint CV-07-34 Duet of Fraud on the Court and Fraud Upon the Court and Abuse of Discretion I.R.C.P. Rule 60(b)(1-5) I.R.C.P. Rule 60(b)(6) 18 U.S.C. S 1512(c)(1)(2) 18 U.S.C. S1512(f)(1)(2) and (k) U.S.C. Const. Amend XIV Motion to Shorten Time Supplement Filing for Motion of Limine, Motion to STRike and Objection to "Securitys" Witness List and Exhibit List of July 20, 2009 Submitted Under Sworn Affidavits	Gregory W Moeller
7/27/2009	Minute Entry Hearing type: Motion Hearing date: 7/27/2009 Time: 11:39 am Court reporter: David Marlow Minutes Clerk: Angie Wood Party: Marilyn Thomason Party: Security Financial Fund LLC, Attorney: Kent Higgins	Gregory W Moeller
	Continued (Motion 07/27/2009 11:00 AM) Motion to Compel	Gregory W Moeller
7/28/2009	Hearing Scheduled (Motion 08/17/2009 11:00 AM) Motion to Set Aside, Motion to Dismiss, Motion to Compel, Motion to Amend	Gregory W Moeller
	Notice Of Hearing	Gregory W Moeller

B.10

Other Claims

Date		Judge
7/28/2009	Notice of Cotnue Request for Jury Trial	Gregory W Moeller
7/29/2009	Minute Entry and Order (recieved)	Gregory W Moeller
	Affidavit of Marilyn Thomason Counterplaintiff	Gregory W Moeller
	Affidavit of Byron Thomason Counterplaintiff	Gregory W Moeller
	Notice of Compliance to Deposition on July 29, 2009 at 9:00 AM Ordered by Court on July 27, 2009 at Approx 11:35 AM	Gregory W Moeller
8/3/2009	Motion to Dismiss Cv-07-34 For Lack of Standing IRCP Rule 17(a), 17(b) and 17(d) IRCP Rule 12(b) Motion of Limine Fraud Upon The Court (and) Relief From Judgments IRCP Rule 60(b)(6) and	Gregory W Moeller
8/12/2009	Hearing Scheduled (Motion 09/14/2009 10:00 AM) Motion for Summary Judgment	Gregory W Moeller
8/17/2009	Motion for Summary Judgment	Gregory W Moeller
	Brief in Support of Motion for Summary Judgment	Gregory W Moeller
	Affidavit of Counsel in Support of Motion for Summary Judgment	Gregory W Moeller
	Affidavit of Scott Stears	Gregory W Moeller
	Notice Of Hearing on Motion for Summary Judgment	Gregory W Moeller
	Minute Entry	Gregory W Moeller
	Hearing type: Hearing	
	Hearing date: 8/17/2009	
	Time: 12:14 pm	
	Courtroom: Brent J. Moss District Court	
	Court reporter: David Marlow	
	Minutes Clerk: Angie Wood	
	Tape Number:	
	Minute Entry	Gregory W Moeller
	Hearing type: Hearing	
	Hearing date: 8/17/2009	
	Time: 12:14 pm	
	Courtroom: Brent J. Moss District Court	
	Court reporter: David Marlow	
	Minutes Clerk: Angie Wood	
	Tape Number:	

Date: 8/18/2009

Seventh Judicial District Court - Madison County

User: KRIS

Time: 04:48 PM

ROA Report

Page 1 of 3

Case: CV-2007-0000461. Current Judge: Gregory W Moeller

8-18-09

Byron T Thomason, etal. vs. Security Financial Services. Inc., an Idaho Corpor, etal.

Other Claims

Date		Judge
5/29/2007	New Case Filed - Other Claims	Brent J. Moss
	Filing: A1 - Civil Complaint, More Than \$1000 No Prior Appearance Paid by: Reece, Norman G. Jr. (attorney for Thomason, Byron T) Receipt number: 0002969 Dated: 5/29/2007 Amount: \$88.00 (Cash) For: Thomason, Marilyn Lynn (plaintiff)	Brent J. Moss
	Motion for Temporary Restraining Order and Motion to Shorten Time	Brent J. Moss
	Attorney's Certification of Notice Efforts	Brent J. Moss
	Bond Posted - Cash (Receipt 2978 Dated 5/29/2007 for 5000.00) (I talked to LeeAnn on 5-29-2007 about going into an interest bearing account)	Brent J. Moss
	Temporary Restraining Order and Notice of hearing	Brent J. Moss
5/31/2007	Hearing Scheduled (Motion 06/12/2007 03:00 PM)	Brent J. Moss
6/4/2007	Filing: 17A - Civil Answer Or Appear. All Other Actions No Prior Appearance Paid by: Higgins, Kent A (attorney for Security Financial Services. Inc., an Idaho Corpor) Receipt number: 0003079 Dated: 6/4/2007 Amount: \$58.00 (Check) For: Thomason, Byron T (plaintiff)	Brent J. Moss
	Motion for Dissolution of Temporary Restraining order	Brent J. Moss
6/7/2007	Affidavit of Stephen L Howell	Brent J. Moss
6/21/2007	Summons Issued	Brent J. Moss
6/26/2007	Motion for Temporary Restraining order and Notice of Hearing (Bonneville County)	Brent J. Moss
6/28/2007	Summons Issued	Brent J. Moss
6/29/2007	Notice of Telephonic Discovery and Status Conference hearing	Brent J. Moss
	Hearing Scheduled (Telephonic 07/03/2007 10:30 AM)	Brent J. Moss
7/2/2007	Notice Of Taking Deposition Tecum of Stephen L Howell	Brent J. Moss
	Affidavit of Kent A Higgins	Brent J. Moss
	Motion to Quash the Deposition Duces Tecum of Stephen L Howell	Brent J. Moss
	Notice Of Hearing on Motion to Quash the Deposition Duces Tecum of Stephen L Howell	Brent J. Moss
7/3/2007	Hearing result for Telephonic held on 07/03/2007 10:30 AM: Hearing Held	Brent J. Moss
7/5/2007	Notice Of Service	Brent J. Moss
7/6/2007	Notice Of Taking Deposition Duces Tecum of Charlene England	Brent J. Moss
	Minute Entry	Brent J. Moss
7/9/2007	Supplemental Notice Of Deposition Duces Tecum of Charlene England	Brent J. Moss
	Order	Brent J. Moss
7/11/2007	Notice Of Service	Brent J. Moss
7/12/2007	Substitute Return of Service 7/3/07	Brent J. Moss
7/16/2007	Memorandum Decision and Order	Brent J. Moss
8/24/2007	Note Of Issue/request For Trial	Brent J. Moss
8/29/2007	Response To Request For Trial Setting	Brent J. Moss
9/18/2007	Hearing Scheduled (Status Conference 09/24/2007 10:00 AM)	Brent J. Moss
	Notice Of Hearing	Brent J. Moss

B.12

Other Claims

Date		Judge
9/24/2007	Notice of Hearing to Norman Reece Jr. returned- "Not Deliverable as Addressed"	Brent J. Moss
10/2/2007	Continued (Motion 10/22/2007 01:30 PM)	Brent J. Moss
	Notice Of Hearing	Brent J. Moss
10/22/2007	Minute Entry (Order Consolidating cases) (Reporter David Marlowe)	Brent J. Moss
	Consolidation Of Files	Brent J. Moss
11/21/2007	Supplemental Exhibits	Brent J. Moss
2/22/2008	Order	Brent J. Moss
2/28/2008	Hearing Scheduled (Motion 03/10/2008 10:00 AM)	Brent J. Moss
2/29/2008	Appealed To The Supreme Court	Brent J. Moss
3/10/2008	Hearing result for Motion held on 03/10/2008 10:00 AM: Failure To Appear For Hearing Or Trial	Brent J. Moss
3/11/2008	Hearing Scheduled (Motion 03/24/2008 10:00 AM)	Brent J. Moss
3/14/2008	Continued (Status Conference 03/24/2008 11:00 AM)	Brent J. Moss
3/21/2008	Hearing Scheduled (Motion 04/07/2008 10:00 AM)	Brent J. Moss
4/21/2008	Hearing Scheduled (Motion 05/12/2008 10:00 AM) Motion to Amend	Brent J. Moss
5/2/2008	Hearing Scheduled (Motion 05/05/2008 10:00 AM)	Brent J. Moss
5/5/2008	Hearing result for Motion held on 05/05/2008 10:00 AM: District Court Hearing Held Court Reporter: David Marlow Number of Transcript Pages for this hearing estimated: less than 100 pages	Brent J. Moss
	Hearing result for Motion held on 05/12/2008 10:00 AM: Hearing Vacated Motion to Amend	Brent J. Moss
5/28/2008	Hearing Scheduled (Hearing 06/02/2008 11:00 AM)	Brent J. Moss
6/9/2008	Hearing Scheduled (Motion 06/23/2008 10:00 AM) Motion to Reconsider	Brent J. Moss
6/30/2008	Hearing Scheduled (Motion 07/14/2008 10:00 AM)	Brent J. Moss
7/14/2008	Hearing result for Motion held on 07/14/2008 10:00 AM: District Court Hearing Held Court Reporter: David Marlow Number of Transcript Pages for this hearing estimated: less than 100 pages	Brent J. Moss
10/6/2008	Hearing Scheduled (Status Conference 10/27/2008 10:00 AM)	Brent J. Moss
11/10/2008	Defendants/Counterclaimants, Byron T Thomason and Marilyn Thomason's Notice of Hearing and Certificate of Mailing on Their Motion Objecting to Special Master's Report and Other Matters	Brent J. Moss
	Defendant/Counterclaimant, Marilyn Thomason's, Affidavit Supporting Motion to Strike and on Motion Objecting to Special Master's Allege Findings, Filings, Documents	Brent J. Moss
	Defendant/Counterclaimant, Bryon T Thomason's, Affidavit Supporting Motion to Strike and On Motion Objecting to Special Master's Allege Findings, Filings, Documents	Brent J. Moss
	Defendants/Counterclaimants, Byron T Thomason and Marilyn Thomason's Motion to Strike Special Master's Finding, Report, Service, and Other Matters	Brent J. Moss

Other Claims

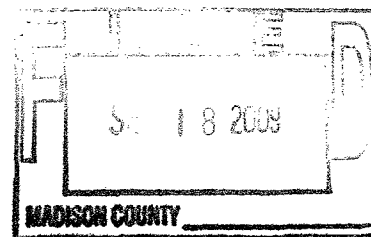
Date		Judge
11/10/2008	Defendants/Counterclaimants, Byron T Thomason and Marilyn Thomason's Motion Objecting to Special Master's Finding, Report, Service, and Other Matters	Brent J. Moss
12/4/2008	Hearing Scheduled (Motion 12/22/2008 10:00 AM)	Brent J. Moss
12/11/2008	Stipulation for Withdrawal of Attorney	Brent J. Moss
	Order Allowing Withdrawal of Attorney	Brent J. Moss
12/23/2008	Hearing Scheduled (Motion 01/05/2009 10:00 AM)	Brent J. Moss
1/5/2009	Minute Entry Hearing type: Motion Hearing date: 1/5/2009 Time: 10:11 am Court reporter: David Marlow	Brent J. Moss
3/9/2009	Hearing Scheduled (Status Conference 03/23/2009 10:00 AM)	Brent J. Moss
3/17/2009	Hearing Scheduled (Summary Judgment 05/04/2009 10:00 AM)	Brent J. Moss
	Hearing Scheduled (Motion 05/04/2009 10:00 AM) Motion for Reconsideration	Brent J. Moss
	Hearing Scheduled (Motion 05/04/2009 10:00 AM) Motion for permission for Appeal	Brent J. Moss
	Hearing Scheduled (Motion 05/04/2009 10:00 AM) Motion for Setting Trial	Brent J. Moss
4/2/2009	Hearing Scheduled (Motion 04/14/2009 10:00 AM) Motion for supplemental fees	Brent J. Moss
4/14/2009	Hearing Scheduled (Motion 04/20/2009 10:00 AM)	Don L. Harding
4/27/2009	Disqualification - Administration (batch process)	
5/4/2009	Minute Entry Hearing type: Motion Hearing date: 5/4/2009 Time: 10:06 am Court reporter: David Marlow	Gregory W Moeller
6/19/2009	Miscellaneous Payment: For Making Copy Of Any File Or Record By The Clerk, Per Page Paid by: Thomason, Marilyn Lynn Receipt number: 0018301 Dated: 6/19/2009 Amount: \$3.00 (Cash)	Gregory W Moeller
6/30/2009	Hearing Scheduled (Motion 07/06/2009 09:00 AM) Motion in Limine Regarding Accounting Evidence; Motion in Limine Regarding Evidence of Oral Agreements, Motion to Dismiss for Failure to Join Indispensable Parties, or Alternatively Motion in Limine Regarding Testimony concerning Non-Joined Parties	Gregory W Moeller
7/10/2009	Hearing Scheduled (Motion 07/27/2009 10:00 AM) Motion for Change of Venue	Gregory W Moeller
7/28/2009	Hearing Scheduled (Motion 08/17/2009 11:00 AM) Motion to Set Aside, Motion to Dismiss, Motion to Compel, Motion to Amend	Gregory W Moeller
8/12/2009	Hearing Scheduled (Motion 09/14/2009 10:00 AM) Motion for Summary Judgment	Gregory W Moeller

APPENDIX EXHIBIT C
COURT and ROA
RECORDS
Dated September 18, 2009
(4 pages)

**Second Affidavit of Nicholas A. Thomason Regarding
Closing and Commission for Sale of Nelson Land**

9-18-09

Byron Thomason, pro se
Marilynn Thomason, pro-se
Mailing Address:
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
(208) 356-7069



IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
MADISON

SECURITY FINANCIAL FUND, LLC,

Plaintiff,

v.

BYRON T. THOMASON, pro se and
MARILYNN THOMASON, pro se,
Husband and Wife

Defendants,

BYRON T. THOMASON, pro-se and
MARILYNN THOMASON, pro-se,
husband and wife

Counterclaimants

v.

) Consolidated Cases:

) Case No. CV-07-34

) Case No. CV-07-461

) SECOND AFFIDAVIT OF NICHOLAS A.

) THOMASON REGARDING CLOSINGS AND

) COMMISSION FOR SALE OF NELSON

) LAND

Consolidate Cases: CV-07-34 and CV-07-461

SECOND AFFIDAVIT OF
NICHOLAS THOMASON

1 of 3

Byron Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

SECURITY FINANCIAL SERVICES,)
INC., an Idaho Corporation, and)
SECURITY FINANCIAL FUND, LLC.,)
an Idaho Liability Company,)
I-X, individuals or entities whose)
identities are unknown,)

Counterdefendants.)

STATE OF IDAHO)

)ss.

County of MADISON)

I, Nicholas A. Thomason, first being sworn on my oath, deposes and states the following:

1. I am over the legal age of an adult, as defined under Idaho State Statutes.
2. I am a United States Citizen, by birth.
3. I reside at 5293 South 4300 West, Rexburg, Madison County, Idaho.
4. I testify, fully competent to do so, in these matters from personal knowledge.
5. My testimony in these matters are true and correct to the best of my ability.
6. In 2005, I was the president of Thomason Farms, Inc.
7. I have personal knowledge in July 2005, Security Financial / Steve Howell executed three (3) loans involving Byron and Marilyn Thomason.
8. I have personal knowledge the three (3) loans have been referenced in the complaint between Byron Thomason, Marilyn Thomason and Security Financial as THOBY3, THOBY4 and THOBY 5.
9. I have personal knowledge that a Ms. Nicki Stears, of First American Title in Rexburg did not sign the closing documents or was involved in the closing of referenced loan THOBY5 of July 21, 2005.
10. I have personal knowledge that a Jessica Rueter closed referenced loan THOBY5 on July 21, 2005.
11. I have personal knowledge that Nicki Stears was involved on reference loan THOBY 3 and THOBY4, between Byron Thomason and Marilyn Thomason and Security Financial/Steve Howell.
12. I have personal knowledge that loan THOBY3 was on or about July 1, 2005 with Nicki Stears.
13. I have personal knowledge loan THOBY4 was on or about July 12, 2005 with Nicki Stears.
14. I have personal knowledge loan THOBY5 was on July 21, 2005 with Jessica Rueter.
15. I have personal knowledge that during the closing on loan THOBY5, the commission papers were signed and notarized by a Jessica Rueter.

Byron Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

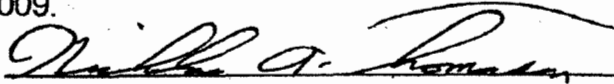
Consolidate Cases: CV-07-34 and CV-07-461
SECOND AFFIDAVIT OF
NICHOLAS THOMASON

16. I was not available to supply this second affidavit, first on August 31, 2009, due to my not being available until Thursday, September 17, 2009.

17. As of this date, even though Thomason Farms, Inc., I and others have repeatedly requested from former legal counsel to return the documents to Thomason Farms, Inc., the former legal counsels have refused, one (Norman G. Reece) demanding Thomason Farms, Inc. drops charges regarding the Sonja Thomason case, one (John Avery) demanding over \$98,000.00 in cash, one (Jay Kohler) claims all the records were turned over to John Avery.

18. Your affiant saith naught.

DATED this 18th day of September, 2009.



Nicholas A. Thomason

SUBSCRIBED and SWORN to me this 18th day of September, 2009.



Notary Public

Residing At: Madison

My Commission Ends: 3-20-2017

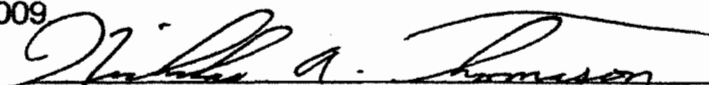
Certificate of Service

I, Nicholas A. Thomason, do certify that a true and correct copy of my sworn affidavit had been mailed to the following in the method so noted, this 18th of September, 2009.

Dave R. Gallafent
Kent Higgins
Attorney Hancock
P.O. Box 991
Pocatello, ID 83204

US First Class, Postage Pre-Paid, Mail

Dated this 18th day of September, 2009



Nicholas A. Thomason

Byron Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

Consolidate Cases: CV-07-34 and CV-07-461
SECOND AFFIDAVIT OF
NICHOLAS THOMASON



Nicholas A. Thomason
5293 S. 4300 W.
Rexburg, ID 83440

Dave R. Gallafent
Kent Higgins
Attorney Hancock
P.O. Box 991
Pocatello, ID 83204

APPENDIX EXHIBIT D

COURT and ROA

RECORDS

D: A1-5 Fax of Judge St. Clair's Order 7-16-2007

D: B-1-4 Receipt, Shipping Log, Address, Check

7TH JUDICIAL DISTRICT COURT
BONNEVILLE COUNTY, IDAHO

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MADISON

JUL 16 PM 2:34

BYRON T. THOMASON and MARILYNN L.
THOMASON, husband and wife,

Plaintiffs,

vs.

SECURITY FINANCIAL, INC., an Idaho corporation,
SECURITY FINANCIAL FUND, L.L.C., an Idaho
Limited Liability Company, STRONG PAW
FINANCIAL SERVICES, L.L.C. n/k/a STRONG PAW
FINANCIAL SERVICES, INC., an Idaho
Corporation, NORTHWEST TRUSTEE SERVICES,
INC., an Idaho corporation and JOHN/JANE DOES I-
X, individuals or entities whose identities are unknown,

Defendants.

Case No. CV-07-461.

**MEMORANDUM
DECISION AND ORDER**

On September 12, 2007, Bryon and Marilyn Thomason's motion for preliminary injunction against the defendants ("Security") came on for hearing before the Court. Testimony of Charlene England, plaintiff's exhibits 1 through 27 (except 24), and defendants' exhibits A through TT were admitted. Written and oral argument of counsel for the parties was presented. Security presently has scheduled a nonjudicial deed of trust foreclosure sale for July 20, 2007, and the parties requested a decision in advance of the trustee's sale.

Having considered the evidence and the provisions of Rule 65, I.R.C.P., the Court makes the following findings of fact based on a preponderance of the evidence, and therefrom also makes the following conclusions of law.

1. On January 24, 2005, Thomason executed a promissory note for \$67,500 ("Loan 1") payable to Security together with 13% interest in monthly installments of \$762 commencing February 24, 2005 over 5 years, and on each installment received more than 15 days late an additional 5% late charge of \$38.10. This note was secured by a deed of trust executed the same date against 16.7 acres of bare ground in Madison County, Idaho.

2. On March 30, 2005, Thomason executed a promissory note for \$115,000 (Loan 2") payable to Security together with 14% interest in monthly installments of \$1385 commencing

D. A2 of 5

April 30, 2005 over 5 years, and on each installment received more than 15 days late an additional 5% late charge of \$69.25. This note was secured by two deeds of trust executed the same date against 79 acres (2 separate tracts) of bare ground in Madison County, Idaho.

3. Apparently at some later time an escrow agreement was entered between the parties and some escrow agency. This agreement is not in the record but apparently Thomason agreed to pay an additional \$10 monthly payment on each loan, thereby increasing a timely installment on Loan 1 to \$772 and on Loan 2 to \$1395. Both parties' exhibits reflect these monthly escrow fees being added as accruing charges from Security and being paid by Thomason's checks. There is a failure of evidence as to when these charges should have started.

4. Apparently after August 1, 2005, Thomason stopped paying installments on these loans and Security declared both in default ("2005 default"). Security employed Northwest Trustee Services, Inc. ("Northwest") to nonjudicially foreclose the three deeds of trust.

5. On April 20, 2006, by way of payments to Northwest, Thomason paid Security \$6590.51 to cure the 2005 default on Loan 1. Security's employee Charlene England determined in a spreadsheet attached to her affidavit signed on May 23, 2007, that Thomason had a credit of \$929.81 as of April 24, 2006. On June 24, 2006, Thomason paid Security \$2392.20 and England determined in her spreadsheet that Thomason had a credit of \$1739.91. On September 13, 2006, Thomason paid Security \$1544 and England determined in her spreadsheet that Thomason had a credit of \$853.61. According to England's spreadsheet, Thomason's credit was reduced by the October 24th installment and a late charge for October, resulting in a remaining credit of \$43.51. Since Thomason had credits from April 20th, there was no reason for Security to deduct late charges for the months of April through October. Security accepted no further payments on Loan 1, although Thomason tendered several checks. Thomason was not in default on Loan 1 until November 24, 2006.

6. On January 31, 2007, Security again declared Loan 1 in default based on nonpayment of \$772 for the months of September 2006 through January 2007. However, Thomason had not defaulted on the September and October 2006 installments.

7. On June 27, 2006, by way of payments to Northwest, Thomason paid Security \$14,724.96 to cure the 2005 default on Loan 2. Security's employee Charlene England determined in a spreadsheet attached to her affidavit signed on May 23, 2007, that Thomason had a credit of \$84.33 as of June 30, 2006. On September 13, 2006, Thomason paid Security \$2790 and England determined in her spreadsheet that Thomason had a deficit of \$1379.92 as of September 30, 2006. By check # 2575 dated October 23, 2006, Thomason attempted to pay Security \$6662.65 on Loan 1, Loan 2, Loan 3 and Loan 5. The check was accompanied by payment coupons reflecting \$ 1395 for Loan 2. Security returned the check because it had "disclaimers" on it. However, the check did not have any "restrictive endorsements" on it. Security was not required to accept this check because it contained no late fee for Loan 2, and Loan 2 already had a \$1379.92 deficit from September 30, 2006. In November, December, and January Thomason attempted to pay additional amounts on Loan 2 and other loans. Some checks were lost in the mail, and others were refused by Security because the amounts were not enough, the checks were not certified, or the checks had "disclaimers" on them. None of the checks had

Die
2005/2006

D A 3-13

"restrictive endorsements" however. Security was not required to accept these checks because the amounts would not have brought Loan 2 current.

8. The real property securing Loan 1 is unique and if sold at a nonjudicial foreclosure sale to a third party will be lost to Thomason, thus causing Thomason irreparable injury. Thomason will likely prevail on their complaint against Security for breach of the deed of trust securing Loan 1 because Thomason had not defaulted on the September and October 2006 installments as declared by Security's notice of default. Therefore a preliminary injunction will be entered prohibiting Security from proceeding to sale under the notice of default dated January 31, 2007. However, to prevent Security from hereafter declaring a default for the months of November and thereafter, Thomason must tender to Security the monthly installments of \$772 due November 24, 2006 through July 24, 2007, totaling \$6948. Thomason need not tender any late charges on these unpaid installments because Security breached Loans 1 by improperly charging late fees for several months from April to October, refused tenders after August, and improperly declared a default in January, 2007.

9. Thomason will not likely prevail on their complaint against Security for breach of the two deeds of trust securing Loan 2 because Thomason had defaulted in the September through January installments and Security was not required to accept the amounts tendered that were less than the amounts due under the promissory note and escrow agreement. A preliminary injunction will not be entered to prohibit Security from proceeding to sale under its notices of default dated January 18, 2007. However, the Court is not convinced that Security's accounting is correct as to Loan 2, particularly by charging late fees in months where Thomason had a credit, and Thomason may be entitled to damages against Security depending on how much Security takes out of the sale proceeds.

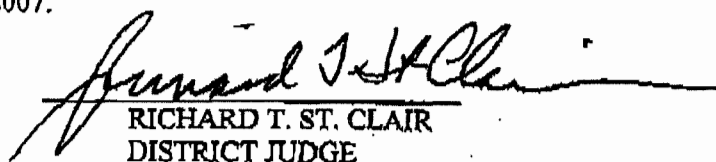
NOW THEREFOR, IT IS HEREBY ORDERED that Thomason's motion for preliminary injunction is granted in part and denied in part; and

IT IS FURTHER ORDERED that Security is enjoined until further order of this Court from proceeding to sale of the real property securing Loan 1 under the terms of the notice of default declared January 31, 2007.

IT IS FURTHER ORDERED that to continue the preliminary injunction and to entitle Thomason to a permanent injunction against Security declaring a subsequent default on Loan 1, Thomason shall pay to Security \$6948 not later than July 24, 2007.

IT IS FURTHER ORDERED that the \$5,000 bond posted by Thomason is adequate for the issuance of this preliminary injunction.

DATED this 16 day of July, 2007.


RICHARD T. ST. CLAIR
DISTRICT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on this 16 day of July, 2007, I did send a true and correct copy of the foregoing document upon the parties listed below by mailing, with the correct postage thereon; by causing the same to be placed in the respective courthouse mailbox; or by causing the same to be hand-delivered.

Norman G. Reece
445 West Chubbuck Road, Suite D
Chubbuck, ID 83202
Fax # 208 233 4895
Attorney for Plaintiffs

Kent Higgins
P. O. Box 991
Pocatello, ID 83204
Fax # 208 232 2499
Attorney for Defendants

RONALD LONGMORE
Clerk of the District Court
Bonneville County, Idaho

By 

Deputy Clerk

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10000000000000000000

00000000000000000000

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07/20/07 02:55 PM

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001 100000 (1000) T1 \$ 0.35

Copies QTY 5

Reg Unit Price \$ 0.07

002 100000 (025) T1 \$ 0.49

Office Supplies

003 000004 (019) T0 \$ 2.00

Fax Service QTY 2

Reg Unit Price \$ 1.00

004 001005 (001) T0 \$ 20.20

Net

Tracking# 129V8413010144582

Subtotal \$ 23.04

0% SALES TAX \$ 0.05

Total \$ 23.09

Check \$ 23.09

Receipt ID: 037274204530063206-009 Items

Trans: 7911 Reg: 001

Thank you for visiting our store.

Please come back again soon.

Whatever your business and personal
needs, we are here to serve you.

D: B1-f4

Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:
Mon, Jul 23, 2007

SHIPMENT INFORMATION:
UPS Next Day Air Res
0.1Lbs / LTR Billed Weight
Letter

EXPECTED DELIVERY DATE:
TUES, JUL 24, 2007 10:30 AM W

SHIP FROM:
The UPS Store #5135
The UPS Store #5135
485 North 2nd East
Suite 105
Rexburg ID 83440
(208) 356-4526
SHIP TO:
K. HIGGINS FIFTH FLOOR
MERRILL
109 K AUTHOR AVE
POCATELLO ID 83204
Residential
(208) 232-2296

Tracking Number: 129Y84130187449847
Shipment ID: MM55KEN70XAFO
Or/Item#: - -
Ref#: - -

DESCRIPTION OF GOODS:
- -

SHIPMENT CHARGES:
Next Day Air Res \$17.00
Service Options \$0.00
Fuel Surcharge \$2.40

SHIPPED THROUGH:
The UPS Store #5135
Rexburg, ID 83440
(208) 356-4526

Total \$20.20

* Exact delivery time depends on specific location. Ask clerk for info.

COMPLETE ONLINE TRACKING:
Enter either of these addresses in your web browser to track:
<http://theupsstore.com> (select Tracking, enter Shipment ID #)
<http://ebc.com> (select Tracking, enter Shipment ID #)

SHIPMENT QUESTIONS?
Contact SHIPPED THROUGH above.

Customer Acknowledgment
I acknowledge & accept Terms & Conditions in force for tendering shipments
through this location and certify that address, contents and values provided
for this shipment are accurate in all respects.

Signature: **Ch # 4950435864**

Shipment ID: MM55KEN70XAFO



Powered by iShip(ite)
07/23/2007 01:52 PM Pacific Time



International Shipping Notice - Customs documents may be subject to the rules relating to labeling and other terms and conditions established by the Convention for the Unification of Customs Rules Relating to International Commerce by the "Warsaw Convention" and the Convention for the Unification of Customs Rules Relating to the "Carriage of Goods by Road" (CMR Convention). These documents, including a reference form submitted from the U.S. to countries with bilateral trade agreements, are subject to the U.S. Customs and Border Protection. For more information, call 1-800-762-2888.

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230 E Broadway Jctn 307 733-5747

Loveless Neilson & Loveless 208 232-1893

365 Roosevelt Ave Pct 208 232-1893

MAGUIRE & KRESS 208 232-5167

1414 E Center St Pct 208 232-5167

Morgan M Brent JPC 208 232-7800

1106 E Center St Pct 208 232-7800

Olley Dennis W 208 235-1515

850 E Center St Ste C Pct 208 235-1515

Rayborn David E atty 208 233-3914

Tennyson Jeffrey A Atty 307 733-1797

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E ATTORNEY AT LAW***✓ See Ad. This Page*

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Wells Fargo Bank Ltd., Los Angeles, California 18-3717/1220

07/23/2007

RE: BYRON AND MARILYNN THOMASON

THOMBY 1

\$6,948.00

\$6,948.00

PAY

TO
THE
ORDER
OF

SECURITY FINANCIAL:
FBO: PER JUDGE ST. CLAIR COURT ORDER
CASE #CV07461 - IDAHO DISTRICT COURT



DRAWER: WASHINGTON FEDERAL SAVINGS

NON-NEGOTIABLE

INTEGRATED PAYMENT SYSTEMS INC.

CUSTOMER COPY
AUTHORIZED SIGNATURE

Washington Federal Savings

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457404622

ACCOUNTING DEPARTMENT
CHARGE

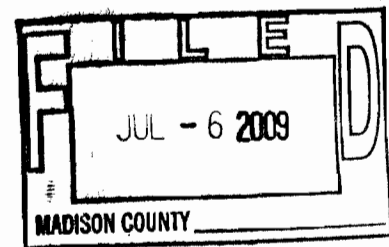
D: B4 of 4

APPENDIX EXHIBIT E
COURT and ROA
RECORDS

Dated July 6, 2009
(7 pages plus exhibits A-C)

(Evidence of Security Financial and their legal counsel, Kent Higgins mail fraud)

Byron T. Thomason, pro se
Marilynn Thomason, pro se
Mailing Address:
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
(208) 356-7069



**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF
MADISON**

SECURITY FINANCIAL FUND, LLC,

Plaintiff,

v.

BYRON T. THOMASON, pro se and
MARILYNN THOMASON, pro se,
Husband and Wife

Defendants,

BYRON T. THOMASON, pro-se and
MARILYNN THOMASON, pro-se,
husband and wife

v.

SECURITY FINANCIAL SERVICES,
INC., an Idaho Corporation,
SECURITY FINANCIAL FUND, LLC., an

) **Consolidated Cases:**

) **Case No. CV-07-34**

) **Case No. CV-07-461**

) **AMENDED MOTIONS OF FRAUD
UPON THE COURT**

) **"SECURITY" FALSIFICATION OF MAILINGS**

) **DEFENDANTS/COUNTERCLAIMANTS,
BYRON T. THOMASON and**

) **MARILYNN THOMASON'S MOTION FOR
RELIEF FROM ALL JUDGMENTS DUE TO
FRAUD UPON THE COURT**

) **SUBMITTED UNDER SWORN AFFIDAVITS
INCLUDING UNITED STATES POST OFFICE
AFFIDAVIT (EX B)**

) **SCHEDULED HEARING JULY 6, 2009 at
11:00 A.M.**

Byron T. Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

Consolidate Cases: CV-07-34 and CV-07-461
Counterclaimants AMENDED MOTION and OBJECTION

Idaho Liability Company, STRONG PAW)
FINANCIAL SERVICES L.L.C. n/k/a)
STRONG PAW FINANCIAL SERVICES,)
INC., an Idaho Corporation, NORTHWEST)
TRUSTEE SERVICES, INC., an Idaho)
CORPORATION and JOHN/JANE DOES)
I-X, individuals or entities whose identities)
are unknown,)
)
)
Counterdefendants.)

COMES NOW THE counterplaintants, Byron Thomason, pro-se and Marilyn Thomason pro-se, file their **AMENDED JOINT MOTION FOR RELIEF** due to FRAUD UPON THE COURT, I.R.C.P. 60(b)(6), abuse of discretion and lack of jurisdiction to include FRAUD ON THE COURT and OBJECTION to the alleged document by "SECURITY" via Attorney Kent Higgins.

NATURE OF THE CASE

This is a consolidated action, CV-07-34 and CV-07-461, for foreclosure by the plaintiffs/counterdefendants (CV-07-34) and accounting, damages, breach of contract, intrinsic fraud, actual fraud, fraud by inducement, mortgage fraud, escrow fraud, damages for falsification of affidavits, exhibits and perjury, CV-07-461.

(SEE ATTACHED AFFIDAVITS)

UNITED STATES AFFIDAVIT SHOWING ALLEGED CERTIFIED MAILINGS BY "SECURITY" and Merrill & Merrill are fraudulent and done with malice in an attempt to deceive this court.

CONCLUSION

Byron T. Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

Consolidate Cases: CV-07-34 and CV-07-461
Counterclaimants AMENDED MOTION and OBJECTION
2 of 7

EX A, B C

"SECURITY" is in default by failing to timely file responses to original complaint and the amended complaint. "Security" is in default for failing to supplement discovery and respond to discovery in 2008. "Security" has filed the latest of their frivolous motions to hinder and delay justice and discovery and continues to commit fraud.

PRAYER

THEREFORE, the "THOMASONS" pray to this court to grant the "THOMASONS" the following relief:

1. The "THOMASONS" will be granted relief from all judgments due to the Fraud On The Court.
2. The "THOMASONS" will be granted relief from all judgments due to the Fraud Upon The Court.
3. The "THOMASONS" be granted a Summary Judgment for the Default by "Security" for "Security" to respond to the original complaint within the allowed 20 days.
4. The "THOMASONS" be granted a Summary Judgment for the Default by "Security" for "Security" to respond to the amended complaint within the allowed 20 days.
5. The "THOMASONS" be granted their request to have "Security" only response to complaints (original and amended) be stricken from the records for:
 - a.) Untimeliness
 - b.) Failure to show any affirmative defense.
 - c.) Attempted response was inadequate and failed under I.R.C.P.
6. "SECURITY" 's attempted submission of alleged document be denied.

7. The "Thomasons" be granted any and all other relief allowed by law and deemed fair and just.
8. "Security" Motion In Limine , as a whole, be denied.
9. Sanctions be imposed against "Security" for frivolous filings of motions to delay and hinder, further abusing the legal process.
10. "Security" Motion to Dismiss be denied.
11. "Security" Motion to have testimony suppressed be denied.
12. "Security" Motion to have evidence suppressed be denied.
13. "Security" Motion to have accounting suppressed be denied.
14. "Security" be found in default for failing to timely and properly file responses to original complaint and amended complaint.
15. "Thomasons" to be granted motion to shorten time for the sake of justice.
16. Any additional exhibits and testimony allowed by "SECURITY" shall be limited to discovery requests by the "THOMASONS" regarding the alleged sale of security in July 2008 and Master's report.

JOINTLY SUBMITTED AFFIDAVITS

STATE OF IDAHO)
)ss.
County of Madison)

Upon being under oath, sworn and deposed, having personal knowledge to the events and the Judicial notice of previous filings and affidavits, the counterclaimants, BYRON THOMASON, pro-se, and MARILYNN THOMASON, pro-se, do swear and testify the testimony

Byron T. Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

Consolidate Cases: CV-07-34 and CV-07-461
Counterclaimants AMENDED MOTION and OBJECTION
4 of 7

EX A, B C

and notice herein, are true and correct to the best of their ability and knowledge and each are fully able and competent to testify in all courts of law to the affidavits testimonies herein, and do swear and state:

1. Upon continuing to search for an alleged document, yet to be verified, as well as preparing for "THOMASONS" appeal documents and verifying exhibits claimed by "SECURITY", the "THOMASONS" came upon numerous documents claiming to have been sent by the counterdefendants and their legal counsel, Merrill & Merrill.
2. Attached document **EXHIBIT A and C**, had alleged to be certified mailings by the party known as "SECURITY" and their legal counsel.
3. **EXHIBIT A and C**, are alleged "FINAL FORECLOSURE NOTICE, sent by "SECURITY" and their counsel, with the date of November 21, 2006 and November 7, 2006, respectfully.
4. "SECURITY" refused to deliver any evidence proving such documents as being true and correct.
5. "THOMASONS" were forced to verify alleged documents by obtaining records via the United States Government postal service.
6. "THOMASONS" first attempted to obtain verification **EXHIBIT A and C** were in fact mailed to the "THOMASONS" and via certified mailings.
7. Using internet verification, the certified mailings are only posted for 12 (twelve months) after delivery.
8. "THOMASONS" delivered the documents to the United States Postal Service for actual and official verification.
9. "THOMASONS" received back from the United States Postal Service, via sworn affidavit proving the alleged certified mailings (**EXHIBIT A and C**) **WERE NEVER SENT**.

FRAUD UPON THE COURT and possible MAIL FRAUD.

10. "THOMASONS" delivered to this court filings showing "SECURITY" and its counsel have presented testimony and documentation only to show that "SECURITY" 's filings and their exhibits are fraudulent.

11. **ATTACHED AS EXHIBIT B IS THE AFFIDAVIT OF THE UNITED STATES POST OFFICE and its employee verifying alleged certified mailing:**

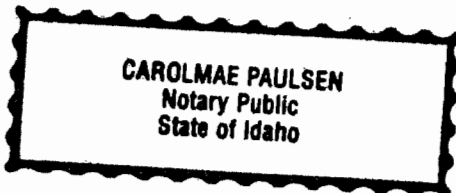
7005 1820 0008 0971 7892 "SECURITY"

7006 0810 0001 2137 9995 "MERRILL & MERRILL"

were never mailed as such.

12. Your affiants saith naught.

SWORN and deposed this 6th day of July, 2009.



(seal)

Byron Thomason

Byron Thomason, pro-se

Marilynn Thomason

Marilynn Thomason, pro-se

Carolmae Paulsen

Notary Public

Residing at: Madison County

My Commission Expires: 8-7-14

Byron T. Thomason, pro-se
Marilynn Thomason, pro-se
485 N. 2nd E., 105-273
Rexburg, Idaho 83440
208-356-7069

Consolidate Cases: CV-07-34 and CV-07-461
Counterclaimants AMENDED MOTION and OBJECTION
6 of 7

EX A, B C

Certificate of Service

I, Marilynn Thomason, do certify that a true and correct copy of the foregoing MOTION and AFFIDAVIT, to be mailed on July 6, 2009, postage pre-paid to the following person(s) and/or legal counsel(s) by First Class Mail through the United States Postal Service.

Dave R. Gallafent

United States First Class, Pre-Paid Service

Kent Higgins

HAND DELIVERED IN COURT

Merrill & Merrill, Chartered

P.O. Box 991

Pocatello, Idaho 83204

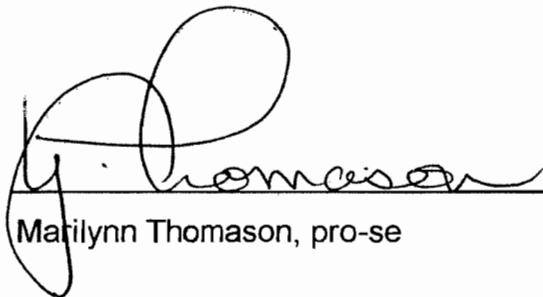
Smith, Kunz and Associates

United States First Class, Pre-Paid Service

15 West Main Street

Rexburg, Idaho 83440

Dated this 6th day of July, 2009.



Marilynn Thomason, pro-se

EXHIBIT A

"SECURITY" 's ALLEGED November 21, 2006 Certified Mailing
7006 0810 0001 2137 9995

EX A: One Page



SECURITY
FINANCIAL SERVICES

November 21, 2006

P. O. Box 384
Meridian, ID 83680-0384
(208) 288-2477 Fax (208) 288-2463
email:ce@securityfs.com

Final Foreclosure Notice

Byron & Marilynn Thomason
2820 South 25th East, PMB 2-8
Idaho Falls, ID 83404

Mr. & Mrs. Thomason:

Re: THOBY2 (Loan # 2)

Your account is in default and you have failed to make the payments needed on your loan. By the time you get this notice, your loan will be delinquent for the following, including a \$50.00 charge for this notification;

Payments Due Through Dec 1:	\$4,185.00
Late Fees:	\$ 138.50
Unpaid Charges	<u>\$1,607.24</u>

Please Pay: \$5,930.74

We have been instructed by the Note Holders to begin foreclosure proceedings. Your account is being forwarded to Pioneer Title Company, Foreclosure Department, Boise, ID. They will begin proceedings 10 days from this notice (December 1, 2006) if you have not brought the account current before then, or made other satisfactory arrangements for payment, including payment of county property taxes owed. If payment is not received by then, and a record that you are current with your property taxes, the account balance will be accelerated and approximately \$3,500.00 in legal fees will be added to each loan balance during the foreclosure proceedings. Please mail enough to bring the account current or make other arrangement that will be acceptable to the Note Holder. You must have your cooperation immediately to avoid this legal action.

Sincerely,


Rich Jarvis
Loan Service Department

U.S. Postal Service [™]	
CERTIFIED MAIL [™] RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.39 63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64 88
Sent To	
Thomasons	
Street, Apt. No., or PO Box No.	
2820 S. 25th E. PMB 2-8	
City, State, ZIP+4	
Idaho Falls, ID 83404	
PS Form 3800, June 2002	
See Reverse for Instructions	

Ex A

EXHIBIT B

UNITED STATES POSTAL SERVICE AFFIDAVIT AND SUPPORTING DOCUMENTS

7005 1820 0008 0971 7892 and 7006 0810 0001 2137 9995

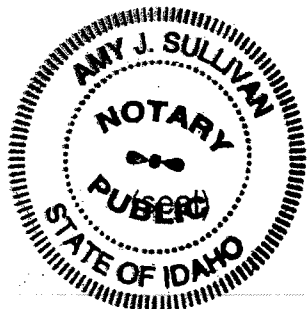
EX B: Three Pages

STATE OF IDAHO)
)ss.
County of Bonneville

Upon first being placed under oath, sworn and deposed, having personal knowledge, being over the legal and competent to testify to the matters herein, I testify:

1. My name is Launa Thomas
2. I reside in Jefferson County
3. I am a United States Postal Service employee.
4. I currently work out of the Ucon, Idaho Post Office.
5. I had been requested to search the United States Post Office tracking records to see when the following certified mailings had been mailed and delivered.
6. The first tracking number is 7005 1820 0008 0971 7892, upon tracking this number, the United States Postal records show no mailing or delivery.
7. The second tracking number is 7006 0810 0001 2137 9995, upon tracking this number, United States Postal records show no mailing or delivery.
8. The information and testimony herein is true and correct to the best of my ability and knowledge.
9. Your affiants saith naught.

SWORN and deposed this first day of July, 2009.



Launa Thomas

Amy J. Sullivan

Notary Public

Residing at: Ucon, ID

My Commission Expires: Sept. 23, 2011

[Home](#) | [Help](#)[Track & Confirm](#)

Track & Confirm

Search Results

Label/Receipt Number: 7005 1820 0008 0971 7892

There is no record of this item.

Why Are You Receiving This Message?

1. Event information may not be available if your item was mailed recently. Please try again later.
2. The number was entered incorrectly. Be sure to enter all of the letters and numbers as they appear on your mailing label or receipt.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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The Postal Inspection Service
Protecting the Mail



Intelligence & Security
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Track & Confirm

Search Results

Label/Receipt Number: 7006 0810 0001 2137 9995

There is no record of this item.

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Enter Label/Receipt Number.

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No FEAR Act EEO Data

FOIA



Useful links:
Help, Feedback, etc.



Help, Feedback, etc.
Help, Feedback, etc.

EXHIBIT C

"SECURITY" 's Counsels ALLEGED November 7, 2006 Certified Mailing
7005 1820 0008 0971 7892

EX C: Four Pages

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return this card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Byron & Marilyn Lynn Thomason
2820 S. 25th E., PMB 2-8
Idaho Falls, ID 83404

COMPLETE THIS SECTION ON DELIVERY

- A. Signature: [Signature] ☐ Agent
- B. Received by (Printed Name): [Signature] ☐ Addressee
- C. Date of Delivery: 11-9-06
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchant
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number: 7005 1820 0008 0971 7892

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M

7005 1820 0008 0971 7892

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
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11-07-06

Byron & Marilyn Thomason

Street, Apt. No., or P.O. Box No. 2820 S. 25th E., PMB 2-8

City, State, ZIP+4 Idaho Falls, ID 83404

PS Form 3800, June 2002

See Reverse for Instructions

EC.1 of
Exc.1-4

A.L. MERRILL (1886-1961)
R.D. MERRILL (1893-1972)
WESLEY F. MERRILL (1919-2005)
DAVE R. GALLAFENT
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BRENDON C. TAYLOR
KENT A. HIGGINS*
C. EDWARD CATHER, III*
IAN C. JOHNSON
*ALSO ADMITTED IN UTAH
*ALSO ADMITTED IN VIRGINIA

MERRILL & MERRILL

CHARTERED
COUNSELORS AND ATTORNEYS AT LAW
109 NORTH ARTHUR- 5TH FLOOR
P.O. BOX 991
POCATELLO, ID 83204-0991

TELEPHONE
208-232-2286
TELEFAX
208-232-2499
E-MAIL
MMLAW@MERRILLANDMERRILL.COM

November 7, 2006

**BY REGULAR FIRST CLASS MAIL AND BY
CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Byron T. Thomason and Marilyn Lynn Thomason
2820 South 25th East, PMB 2-8
Idaho Falls, ID 83404

Re: Security Financial Fund, LLC - Thomason

Dear Mr. and Mrs. Thomason:

As you may recall from the letter, dated May 23, 2006, that you received from this office, we represent Security Financial Fund, LLC. ("Security Financial"). In our first letter we requested that you cure the default on two notes, which you executed in favor of Security Financial. The first note, dated, July 1, 2005, in the face amount of \$300,000, requires you to pay monthly installments of \$3,615.00 on the first day of each month and you are required to pay a late charge equal to 5% of any installment that is not paid within 15 days of its due date. You also have signed an Administration Fee Agreement, requiring you to pay \$10.00 with each monthly payment on the note. The second note, dated July 21, 2005, in the face amount of \$60,000, requires you to pay monthly installments of \$725.00, plus late charges and the administration fee.

Despite the demands made in our May 23 letter, Security Financial delayed taking foreclosure action based on your assurances that you would be able to cure your defaults and keep your obligations current. Some effort was made on your part; however, you are still in default and you have made no payments for almost two months. With respect to the first note, you are delinquent for the months of September - November of 2006. As to the second note, you failed to make the September and October payments. In addition you have failed to pay the escrow fee, collection costs and late charges on both notes. Your delinquency, as of the date of this letter, is more particularly itemized below:

I. Note in the face amount of \$300,000

Delinquent installments (including escrow fee)	\$ 9,724.16
Late Charges (for Oct.)	\$ 180.75
Total	\$ 9,904.91

If payment is received after Nov. 16, another late charge of 180.75 will be due.

EC.2 of
1-14

II. Note in the face amount of \$60,000

Delinquent installments (including escrow fee)	\$ 1,470.00
Late Charges	\$ 72.50
Total	\$ 1,542.50

Please bring your notes current within 10 days from the date of this letter. If your defaults have not been cured, then Security Financial will accelerate the maturity date of your obligations and require that the entire principal amount, accrued interest, administration fees and late charges be immediately paid. Foreclosure action will be initiated.

Although you have made some payments in the past, those payments have not been adequate to pay all of the accrued interest; therefore, pursuant to the terms of the Promissory Note, unpaid interest has been added to principal. The amount now due on each note is itemized below:

I. Note in the face amount of \$300,000

Principal balance as of November 6	\$ 308,309.48
October late charge	\$ 180.75
Total	\$ 308,490.23

Interest is continuing to accrue on this note at the rate of 14% per annum from November 6, 2006.

II. Note in the face amount of \$60,000

Principal balance as of September 13, 2006	\$ 60,326.16
Late charges for September and October	\$ 72.50
Total	\$ 60,398.66

Interest is continuing to accrue on this note at the rate of 14% per annum from September 13, 2006.

As stated above, Security Financial has instructed us to give you 10 days to cure your default or Security Financial will accelerate the maturity date of your obligations and initiate foreclosure proceedings. To avoid foreclosure, together with the additional fees and costs incurred in the process, please cure your default.

Although I have requested that you make payment in 10 days, Federal law still gives you 30 days after you receive this letter to dispute the validity of the debt or any part of it. (However, our client may choose to proceed with a law suit without waiting the 30 days.) If you don't dispute it within that period, I will assume that it is valid. If you do dispute it — by notifying me in writing to that

Ex C.3 of
Ex C.1-B

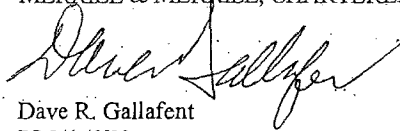
effect — I will, as required by the law, obtain and mail to you proof of the debt. Furthermore, if the original creditor is different from the current creditor, and if, within the same period, you request in writing the name and address of your original creditor, I will furnish you with that information too.

As explained previously, the law does not require me to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely yours,

MERRILL & MERRILL, CHARTERED



Dave R. Gallafent
DRG/dc/6639

c: Security Financial

Exc. 401
Exc. 1-4

APPENDIX EXHIBIT G
COURT and ROA
RECORDS

Dated September 21, 2007

(Ex page 59, 84 and 232)

Dated November 21, 2007

(Ex Escrow Dated June 30, 2005)

10:53 AM
07/05/06
Accrual Basis

Security Financial Services, Inc.
Account QuickReport
All Transactions

Type	Date	Num	Memo	Amount	Balance
Esc Accts					
Thomason Escrow					
General Journal	7/5/2005	10582	Setup Thomason Escrow	34,952.00	34,952.00
Check	8/1/2005	10657	Thomason August Pmt	-3,625.00 A	31,327.00
Check	9/1/2005	10721	Thomason 3 Payment	-3,625.00 B	27,702.00
Check	10/4/2005	10794	Thomason 3 Payment	-3,625.00 C	24,077.00
Check	10/4/2005	10799	Thomason #1Pmt	-1,582.10 D	22,494.90
Check	10/4/2005	10799	Thomason #2 Pmt	-2,859.25 E	19,635.65
Check	10/4/2005	10799	Thomason #4 Pmt	-4,703.00 F	14,932.65
Check	10/4/2005	10799	Thomason #5 Pmt	-1,506.25 G	13,426.40
Check	10/31/2005	10853	Thomason # 3	-3,625.00 H	9,801.40
Check	11/29/2005	11566	Thomason October 21st Loan # 5 P...	-735.00 I	9,066.40
Check	11/29/2005	11566	Thomason November 21st Loan # 5 ...	-735.00 J	8,331.40
Check	11/29/2005	11566	Thomason December 1st Loan #3 Pa...	-3,625.00 K	4,706.40
Check	12/16/2005	11606	Thomason October 21st Loan # 5 P...	0	4,706.40
Check	12/16/2005	11606	Thomason November 21st Loan # 5 ...	0	4,706.40
Check	12/16/2005	11606	Thomason December 1st Loan #3 Pa...	0	4,706.40
Check	12/29/2005	11633	Thomason January 1st Loan #3 Pay...	-3,625.00 L	1,081.40
Check	1/13/2006	11667	December Payment	-735.00 M	346.40
Check	1/30/2006	11702	Thomason #3 Balance of Escrow Pmt	-346.40 N	0.00
Total Thomason Escrow				0.00	0.00
Total Esc Accts				0.00	0.00
TOTAL				0.00	0.00

G.1-4

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PROMISSORY NOTE

Rexburg, ID 83440

Date: July 21, 2005

FOR VALUE RECEIVED the undersigned promise(s) to pay to the order of Security Financial Fund, LLC at 4950 S. Debonair, Meridian, ID 83642 or at such other place as the holder may designate, the principal sum of Sixty Thousand**** Dollars (\$60,000.00) together with interest on the unpaid principal balance from the date hereof until this Note is paid in full, at the rate of Fourteen percent (14.00%) per annum payable in equal monthly installments of \$725.00 commencing on the 21 day of August, 2005, and continuing on the same day of each consecutive month thereafter until the 21 day of July, 2010, when the entire balance of principal and interest then unpaid shall become due and payable.

Any payment not received by the 15th day after due date will be subject to a late charge equal to 5% thereof. All payments shall be applied first to late charges, second to earned interest, and third to principal. Interest not paid when due shall be applied to principal and earn like interest until paid. The holder may accept late or partial payments without waiving any rights under this Note.

This Note is secured by a Real Estate Mortgage of even date herewith.

This Note shall, at the option of the holder hereof, become immediately due and payable upon (I) the failure to pay any sum due hereunder within 15 days of due date, (II) a default in the performance of any other obligation under this Note or (III) a default in any provision of any deed of trust, guaranty, or other security instrument given to secure this Note. The holder may delay enforcement of this Note without waiving his rights to do so, and a waiver of a default shall not constitute a waiver of any subsequent default.

If in default under the provisions of this Note, the undersigned agree(s) to pay reasonable collection costs, including but not limited to attorney fees and court costs, incurred by the holder whether before, during or subsequent to any litigation.

The liability of the undersigned shall be joint and several. The undersigned acknowledge receipt of a copy of this Note.

This Promissory Note and any collateral that secures this Note have been assigned to Zions First National Bank, Salt Lake City, Utah. Any subsequent assignment without written approval of Zions Bank will not be effective or valid to effect the transfer any interest in the Note.

BORROWER:

Byron T. Thomason
Byron T. Thomason

Zions First National Bank

Signed By:

Date: 8/24/05

Title: V.P.

CO-BORROWER:

Marilynn Lynn Thomason
Marilynn Lynn Thomason

WITNESS:

Justine A. Deuter 84

27-4

Security Financial Services
P.O. Box 384
Meridian ID 83680-0384
(208) 288-2477

ACCOUNT NO: THOBYS
STATEMENT DATE: 11/02/2006
PAGE NUMBER: 1

INTEREST THIS PERIOD: \$9,678.66

Byron Thomason
Marilynn Lynn Thomason
2820 S. 25th E
PMB 2-8
Idaho Falls, ID 83404

STATEMENT PERIOD

ALL ACTIVITY

Please advise us immediately of any discrepancies in the transactions or investment activity on your statement of account or if you contemplate changing your address. When making inquiries by telephone or in writing please give your account number. We urge you to keep this statement with your investment records.

LOAN TERMS AND BALANCES

MATURITY:	07/21/2010	PRINCIPAL BALANCE:	60,326.16
NOTE RATE:	14.000%	TRUST BALANCE:	0.00
NEXT PAYMENT DUE:	09/21/2006	UNPAID LATE CHARGES:	0.00
REGULAR PAYMENT:	735.00	UNPAID CHARGES:	0.00
PAYMENT FREQUENCY:	Monthly	UNPAID INTEREST:	0.00

LOAN ACTIVITY

DATE RECEIVED	DATE DUE	PAYMENT REFERENCE	TOTAL RECEIVED	DISTRIBUTION				PRINCIPAL BALANCE
				INTEREST	PRINCIPAL	LATE CHARGES	OTHER	
10/04/2005	08/21/2005	SFS	1,506.25	1,725.75	-275.75	36.25	Bal. Forward	60,000.00
11/30/2005	10/21/2005	11566ESCRW	735.00	1,317.84	-592.84	0.00	20.00	60,275.75
11/30/2005	11/21/2005	11566ESRW	735.00	0.00	725.00	0.00	10.00	60,868.59
01/13/2006	12/21/2005	11667SFS	735.00	1,015.08	-290.08	0.00	10.00	60,143.59
06/30/2006	01/21/2006	8777	4,627.50	3,894.24	455.76	217.50	10.00	60,433.67
09/13/2006	07/21/2006	8960	735.00	1,725.75	-1,037.00	36.25	60.00	59,977.91
09/13/2006	08/21/2006	8961	735.00	0.00	688.75	36.25	10.00	61,014.91
			9,808.75	9,678.66	-326.16	326.25	130.00	60,326.16

G 3-4

ESCROW WITHHOLD AGREEMENT

Rexburg, ID 83440

June 30, 2005

RE: ~~Dwight M. Thomason~~ and ~~Marilynn Lynn Thomason~~ and Marilyn Thomason/
Security Financial Fund, LLC / SECURITY FINANCIAL SERVICES, INC.
PROPERTY ADDRESS: ~~Approx. 2500 E. Green Road, Grand Rapids, MI~~

For and in consideration of seasonal income, [REDACTED] and [REDACTED] and Marilynn Thomason, hereinafter referred to as borrower and SECURITY FINANCIAL FUND, LLC., hereinafter referred to as Lender, hereby appoints Security Financial Services, Inc., hereinafter referred to as ESCROW HOLDER, will enter into an Escrow Agreement for the purpose of escrowing funds in the amount of \$ ~~43,500.00~~ to insure timely monthly payments of \$3,625.00 for the note securing the above mentioned property for a duration of one year: 34,952.00 [REDACTED]

It is understood and agreed that the balance of the escrow will be applied to the loan principal in the event of an early payoff.

Escrow holder shall have no liability or responsibility for the distribution of the funds except as stated herein. Borrower also acknowledges understanding that they will be paying interest on the monies that are being held in Escrow for disbursement of monthly payment on the property.

DATED: June 30, 2005.

Byron T. Thomason
Byron T. Thomason

MAURICE J. THOMASON
MAURICE J. THOMASON

Witness